

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350) È		RATING	PAGE OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DACW01-01-R-0011	4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED 19 July 2001	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U.S. ARMY ENGINEERS DISTRICT MOBILE 109 ST. JOSEPH STREET (P.O. BOX 2288) MOBILE, AL 36602 (36628-0001)		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION9. Sealed offers in **original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____.

CAUTION (LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: È	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
------------------------------------	---------	--

11. TABLE OF CONTENTS

()	SEC.	DESCRIPTION	PAGE(S)	()	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	96
X	B	SUPPLIES OR SERVICES AND PRICE/COST	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	32	X	J	LIST OF ATTACHMENTS (A thru E) J-1 plus	94
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS	15
X	F	DELIVERIES OR PERFORMANCE	2	AND OTHER STATEMENTS OF OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA	1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13
X	H	SPECIAL CONTRACT REQUIREMENTS	15		M	EVALUATION FACTORS FOR AWARD	4

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) È	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
--	-----------------------	-----------------------	-----------------------	--------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION 96NAX3123.0000K5082446002190960152520A00044	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) È	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY USACE FINANCE 7800 THIRD AVE. (MAIL STOP 321) MILLINGTON, TN 38054-5005	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
------	-------------	-----	-----	------------	--------

0001 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITIES AND
EQUIPMENT AT LANIER PROJECT MANAGEMENT
OFFICE, GEORGIA. (COUNTIES OF DAWSON,
FORSYTH, LUMPKIN, HALL, AND GWINNETT)

BASE PERIOD –PERIOD OF SERVICE
IS: 02 MAY 2002 THROUGH 01 MAY 2003

TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

0002 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA

YEAR 2 – PERIOD OF SERVICE
IS: 02 MAY 2003 THROUGH 01 MAY 2004

TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
------	-------------	-----	-----	------------	--------

0003 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 3 – PERIOD OF SERVICE
IS: 02 MAY 2004 THROUGH 01 MAY 2005
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

0004 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 4 – PERIOD OF SERVICE
IS: 02 MAY 2005 THROUGH 01 MAY 2006
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
------	-------------	-----	-----	------------	--------

0005 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 5 – PERIOD OF SERVICE
IS: 02 MAY 2006 THROUGH 01 MAY 2007
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

0006 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 6 – PERIOD OF SERVICE
IS: 02 MAY 2007 THROUGH 01 MAY 2008
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
------	-------------	-----	-----	------------	--------

0007 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 7 – PERIOD OF SERVICE
IS: 02 MAY 2008 THROUGH 01 MAY 2009
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

0008 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 8 – PERIOD OF SERVICE
IS: 02 MAY 2009 THROUGH 01 MAY 2010
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
------	-------------	-----	-----	------------	--------

0009 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 9 – PERIOD OF SERVICE
IS: 02 MAY 2010 THROUGH 01 MAY 2011
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

0010 OPERATION AND MAINTENANCE OF
GOVERNMENT OWNED FACILITES AND
EQUIPMENT AT LANIER PROJECT
MANAGEMENT OFFICE, GEORGIA.

YEAR 10 – PERIOD OF SERVICE
IS: 02 MAY 2011 THROUGH 01 MAY 2012
TOTAL
ESTIMATED COST.

1 YR _____.

TOTAL BASE FEE (NOT TO EXCEED 3%
OF TOTAL ESTIMATED COST)

Of Estimated Cost %

TOTAL AWARD FEE

Of Estimated Cost %

NOTE: MAXIMUM FEE (TOTAL BASE
AND AWARD FEES ARE NOT TO EXCEED
10% OF TOTAL ESTIMATED COST)

ANNUAL TOTALS

BASE YEAR – TOTAL ESTIMATED COST \$ _____

BASE YEAR – BASE FEE \$ _____

BASE YEAR - AWARD FEE \$ _____

BASE YEAR – TOTAL ESTIMATED CONTRACT AMOUNT \$ _____

YEAR 2 – TOTAL ESTIMATED COST \$ _____

YEAR 2 – BASE FEE \$ _____

YEAR 2 – AWARD FEE \$ _____

YEAR 2 – TOTAL ESTIMATED CONTRACT
AMOUNT \$ _____

YEAR 3 – TOTAL ESTIMATED COST \$ _____

YEAR 3 – BASE FEE \$ _____

YEAR 3 – AWARD FEE \$ _____

YEAR 3 – TOTAL ESTIMATED CONTRACT
AMOUNT \$ _____

YEAR 4 – TOTAL ESTIMATED COST \$ _____

YEAR 4 – BASE FEE \$ _____

YEAR 4 – AWARD FEE \$ _____

YEAR 4 – TOTAL ESTIMATED CONTRACT
AMOUNT \$ _____

YEAR 5 – TOTAL ESTIMATED COST \$ _____

YEAR 5 – BASE FEE \$ _____

YEAR 5 – AWARD FEE \$ _____

YEAR 5 – TOTAL ESTIMATED CONTRACT
AMOUNT \$ _____

ANNUAL TOTALS

YEAR 6 – TOTAL ESTIMATED COST	\$ _____
YEAR 6 – BASE FEE	\$ _____
YEAR 6 - AWARD FEE	\$ _____
YEAR 6 – TOTAL ESTIMATED CONTRACT AMOUNT	\$ _____
YEAR 7 – TOTAL ESTIMATED COST	\$ _____
YEAR 7 – BASE FEE	\$ _____
YEAR 7 - AWARD FEE	\$ _____
YEAR 7 – TOTAL ESTIMATED CONTRACT AMOUNT	\$ _____
YEAR 8 – TOTAL ESTIMATED COST	\$ _____
YEAR 8 – BASE FEE	\$ _____
YEAR 8 - AWARD FEE	\$ _____
YEAR 8 – TOTAL ESTIMATED CONTRACT AMOUNT	\$ _____
YEAR 9 – TOTAL ESTIMATED COST	\$ _____
YEAR 9 – BASE FEE	\$ _____
YEAR 9 - AWARD FEE	\$ _____
YEAR 9 – TOTAL ESTIMATED CONTRACT AMOUNT	\$ _____
YEAR 10– TOTAL ESTIMATED COST	\$ _____
YEAR 10 – BASE FEE	\$ _____
YEAR 10 - AWARD FEE	\$ _____
YEAR 10 – TOTAL ESTIMATED CONTRACT AMOUNT	\$ _____
GRAND TOTAL ESTIMATED CONTRACT AMOUNT (BASE PLUS YEARS 2 THRU 9)	\$ _____

END OF SECTION B

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS WORK STATEMENT

TECHNICAL PROVISIONS

- Section 1 General and Definations
- Section 2 Public Park Recreation Facilities
 - 2.1 Buildings, Shelters, Campsites,
 Picnic Facilities, Utilities,
 Structures, Support Systems
 - 2.2 Roads, Parking, Signs, and Barriers
 - 2.3 Park Cleaning Services
 - 2.4 Lawn, Grass, Grounds and Landscaping
- Section 3 Operations Areas
- Section 4 Dam, Dikes, Spillway, and Related Structures
- Section 5 Project Vehicles
- Section 6 Navigation Markers and Buoys
- Section 7 Encroachments, Tree Removal, and Refuse Removal
 from Lake and Shoreline Other Than Public Parks
- Section 8 Facility Repair
- Section 9 Operation of Reception Desk and Visitor Center
- Section 10 Janitorial Services at the Buford Powerhouse
- Section 11 Boundary Blazing, Remarking and Painting

TECHNICAL PROVISIONS

Section 1

General

1.1. **SCOPE:** The intent of this section is to provide guidance of a general nature that applies to the Technical Sections of this contract. The purpose of this contract is to provide Operation and Maintenance services for facilities assigned to the Lake Sidney Lanier Project. These facilities consist of public day use parks, campgrounds, waters of Lake Lanier, other project lands, vehicles, operational areas, the dam and related infrastructure.

1.2. **SITE OF WORK:** The Lake Sidney Lanier Project has approximately 58,000 acres of land and water on the Chattahoochee River. It is located in north central Georgia about 35 miles northeast of Atlanta and 5 miles northwest of Buford, Georgia. Work areas are in Dawson, Forsyth, Lumpkin, Hall, Gwinnett counties in Georgia. Principal cities in the area are Buford, Gainesville and Cumming Georgia.

1.3. **DESCRIPTION OF WORK:** The Contractor will furnish all management, supervision, labor, materials, supplies, lubricants and other items as necessary for the operation, maintenance, repair and replacement requirements as specified herein in an efficient manner.

1.3.1. EXHIBIT "A": Estimated recreational facilities are in Exhibit "A". These numbers are approximate and provided only as information to help in the preparation of proposals and contract negotiations. The actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment except as provided in the contract.

1.3.1.1. REHABILITATION: The Lake Sidney Lanier Project is currently undergoing rehabilitation that will occasion the temporary closing of some public use areas and rebuilding of facilities. These changes may either increase or decrease the number of recreational facilities upon the reopening of the park. The Contractor's work schedule must be sufficiently flexible to meet these changing needs.

1.4. **APPLICABLE PUBLICATIONS:** The Contractor shall do all work according to applicable publications and codes. These codes include equipment manufacturer's operating and repair manuals, National Electrical Code, National Plumbing Code, and other applicable industrial standards.

1.5. **INTERRUPTIONS TO SYSTEMS:** All work that requires an interruption of the use of project, recreation facilities, buildings or the visiting public shall be fully coordinated and approved in advance by the Operations Manager. Interruptions shall be kept to an absolute minimum, and all repairs, replacements of equipment or components shall be done in an expeditious, efficient manner.

1.6. **IDENTIFICATION OF CONTRACT EMPLOYEES:** The Contractor shall furnish his regular employees, other than office clerical personnel, uniforms (coverall or shirt/pant combination) within 30 days after award of the contract. A company's identification patch shall be located on the breast pocket or on the left sleeve at the top of the arm. Contractor's vehicles, equipment, and Government furnished equipment shall be identified with company name, vehicle number and the words "Lake Sidney Lanier Project" by stencil, magnetic stick-on, or sign. Upon return, Government furnished equipment shall have such identification removed and any damages to the paint shall be repaired and restored to match the surrounding paint. Both, installation of the identification signs and restoration to the vehicle after removal is subject to approval by the Operations Manager. (GSA vehicles must have Contractor identification decals installed in the rear window).

1.7. **GOVERNMENT FURNISHED EQUIPMENT:** The Government will furnish some vehicles and equipment for use in accomplishing contract requirements. Exhibit (C) contains a list of these vehicles and equipment. In the event an item is required that is not on this list, the Contractor shall obtain prior permission before renting or otherwise acquiring such equipment. Some equipment may be procured by the Contractor under normal procurement procedures and will remain the property of the Government. Exhibit (D) is a list of Government vehicles and other equipment that is normally operated by Government Personnel and will be maintained by the Contractor. General Services Administration (GSA) will furnish certain vehicles listed in Exhibit (C) & (D). Some equipment and vehicles may be shared between the contractor and Government. When items are utilized by the organization to which they are not assigned the loan will be documented by execution of a hand receipt. (Fuels are purchased with GSA or CE furnished credit cards.)

1.7.1. **CONTRACTOR PROPERTY OFFICER:** The Contractor shall designate (in writing) a Contractor Property Officer responsible for Government furnished property issued to the contractor, to maintain accountability and record keeping. This individual shall be a Management official or contractor hire directly reportable to a Management official of the contractor, and may be assigned other duties by the contractor.

1.7.2 **VEHICLE AND EQUIPMENT MAINTENANCE:** Maintenance of vehicles and equipment listed In Exhibit (A) & (B) will be accomplished by the contractor using Government-owned facilities or subcontracts at outside sources. Maintenance of vehicles identified, as GSA vehicles (GSA vehicles will have GSA vehicle tags) will be directed and/approved by GSA. The Contractor shall schedule preventative maintenance as required by GSA. Instructions for obtaining GSA approval will be provided the Contractor by the Operations Manager.

1.7.3 **GSA CREDIT CARD BILLING:** The Contractor shall bill the GSA credit card company for all work performed on GSA vehicles in accordance with instructions from GSA and/or their credit card company. The Credit Card Company will issue the Contractor

payment for approved work on GSA vehicles. On the first monthly billing following receipt of payment from the GSA Credit Card Company, the Contractor will credit the Lake Lanier Project invoice by the amount paid by the GSA Credit Card Company. Contractor's records will reflect all work performed on GSA vehicles, the amount billed to the Credit Card Company, the amounts received and credits given to the Lake Sidney Lanier project.

1.8. **STOCKAGE OF MATERIALS AND SUPPLIES:** The Contractor shall submit to the Operations Manager within (30) days following award of this contract a list of recommended material, supplies, spare/replacement parts required to operate and maintain the various systems according to the scope of this contract. The list shall include supplies, materials and minor repair parts and recommended stocked quantities deemed necessary to support the specified systems at minimum levels. The Contractor shall be responsible for maintaining the supplies, materials and repair parts in a space approved by the Government. This stock shall be maintained in an orderly fashion and keep a complete and accurate inventory, making it available for review by the Government. This storage list shall show the quantity and location of items on hand.

1.8.1. Storage Report: Not less than monthly the Contractor shall submit a list of those supplies, materials, and repair parts on hand. The quantities necessary to replenish the inventory shall also be shown. Since it is possible to purchase most supplies locally, it is expected that all storage items will be maintained at minimal levels.

1.8.2. Purchases: A Purchasing Plan will be developed, detailing the Contractor's purchasing procedures and authorities. Repair items or supplies with an acquisition cost of more than \$1,000 per line item shall be submitted to the Operations Manager or his designee for approval before purchase.

1.9. **QUALITY CONTROL:** The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this contract.

1.9.1. SUPERVISION: A fulltime, competent Project Manager or superintendent will be provided at the Lake Sidney Lanier Project with full authority to act for the Contractor. Such authorization shall be submitted in writing to the Operations Manager.

1.9.2. INSPECTION REPORTS: Each foreman or crew leader will prepare A daily report. The daily report shall be kept on file in the Contractor's office and made available to the Government upon request. Copies of these reports shall be made available to the Government daily, if requested by the Operations Manager. The Contractor shall prepare a composite of these reports for routine review by Operations Manager's office.

1.10. **SAFEGUARDING GOVERNMENT PROPERTY:** The Contractor shall cooperate with Government personnel in safeguarding Government

property. The Contractor shall be responsible for reporting all acts of vandalism, larceny, or pilferage to the Operations Manager.

1.11. **NOTIFICATION OF WORK TO BE DONE:** After notification of a work requirement, the contractor shall respond within twenty-four hours after receipt of notification. Notification of work may be given verbally by radio, telephone, memo, or letter.

1.12. **MINIMUM MAN-POWER REQUIREMENTS:** The Contractor shall provide a minimum number of fully qualified personnel and supervisors to adequately maintain the Lake Lanier Project properly and efficiently. Personnel required to handle emergency situations must be available on call 24 hours per day, 7 days per week.

1.13. **SCHEDULES:**

1.13.1 Progress Chart: A progress chart will be submitted for approval by the Operations Manager within eight days after award of the contract. As a minimum the progress chart will show the proposed total value of the contract plus a detailed breakdown detailing by section number; the amount of planned activity, actual activity and the budgeted cost of work to be performed by month for each twelve-month period. Sections containing large items of work will be broken down into smaller sections. This progress chart will be updated and submitted each month to permit comparisons between planned expenditures and actual expenditures

1.13.2 Work Schedules: A work schedule will be submitted for all routinely recurring work within eight days of award of the contract. The schedule shall show the work to be done and time of proposed accomplishment. Additional schedules shall be prepared whenever a revision is necessary, the requirements change, or the Operations Manager requests it.

1.14. **CONTRACTOR'S FACILITIES:** The Contractor will be provided the following office and storage facilities: A concrete wash rack, two storage sheds, and a paint shed inside a 60,000-square-foot area enclosed by a security fence. A 3,000 sq. ft. office, a 8,000 sq. ft. shop building inside a 90,000 sq. ft. area enclosed by a security fence. The Government will provide water and electricity. An employee parking area adjoins both areas. Subject to the Operations Manager's approval, the Contractor may modify the buildings or the security compound to meet work requirements. Maintenance of these facilities is the responsibility of the Contractor. These facilities shall be returned to the Government at the completion of this Contract in the same or better condition as was present at the time of Contract award

1.15. **DRAWINGS:** Drawings in Exhibit "B" delineate the approximate work area for each recreational area. Additional work areas are approximately 38,000 acres of water and 18,000 acres of shoreline outside these areas.

1.16. **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Operations Manager may require the Contractor to remove any employee immediately from

the work site. This includes any employee of the Contractor who is incompetent, under the influence of drugs or alcohol, or their physical or mental condition impairs the employee's ability to do satisfactory work. Notification to the Contractor shall be made promptly in writing if time or circumstances permit. Otherwise, notification shall be by telephone and shall be confirmed later in writing. No such removal will reduce the Contractor's obligation to do all work required under this contract and immediate replacement will be made as required.

1.17. **MINIMUM PERSONNEL QUALIFICATIONS:** Service mechanics, technicians and consultants shall have the education and/or experience to enable them to comprehensively understand the systems and components to be operated, maintained and repaired under this contract. Subcontractors may be utilized when it is in the best interest of the Government.

1.17.1. **Qualified Employees:** Only properly trained and qualified employees will be used in the performance of this contract. Operators of Government equipment on public roads shall have the appropriate State Operator's permit for the equipment operated. All employees shall be subject to such Government regulations as are applicable while on Government property. The Operations Manager may decide that the Contractor does not have a qualified employee to make a particular repair. In this event the Contractor may subcontract the work to a specialist familiar with that type of repair.

1.18. **OTHER CONTRACTS:** The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work must be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

1.19. **INCLEMENT WEATHER AND HOLIDAY WORK:** The Contractor shall generally maintain his schedule of cleaning services (Section 2.3.) despite inclement weather except flooding, ice or snow that make roads impassable. Holidays (Memorial Day, July Fourth, and Labor Day) during the heavy visitation period will be worked. Also, additional personnel may be required to take adequate care of the increased work caused by holiday visitation.

1.20. **EMERGENCY REPAIRS AND SERVICES:** In the event emergency repairs or services become necessary, the Contractor shall immediately perform such repairs or services. The Operations Manager shall be provided telephone numbers and names of personnel to call for emergency repairs and services. The Contractor, upon being notified, shall respond as quickly as possible depending upon the severity of the call. Contractor personnel should be on the scene within (2) hours of receipt of notification.

1.21. **TYPES OF REPAIRS:**

1.21.1. **Emergency Repairs:** Services required for necessary repairs to facilities and systems to eliminate any immediate hazard, restore services, protect life or Government property.

Some examples of these are leaking water lines, defective pumps, electrical malfunctions, fire, equipment failure, or vandalism that may cause serious safety concerns. These repairs may require work outside normal duty hours.

1.21.2. Minor Repairs: Work not of emergency nature shall be done as a routine part of this specification. Work shall be done during the scheduled work hours unless otherwise approved in advance by the Operations Manager. Repairs may be done under this section to modernize or replace existing facilities, improve or correct safety defects, change use patterns, or improve traffic and/or pedestrian flow. No individual assignment of repairs to facilities and systems under this section will exceed eighty hours.

1.21.3. Major Repairs: Major repairs are those to be in excess of \$2,500.00 , with the exception of Technical Provision, and are beyond the scope of this contract. When the contractor determines that major repairs are required, it should be promptly reported to the ARCO. Major repairs will normally be accomplished by another contract or purchase order after soliciting competitive offers, but may be added to this contract as an administrative convenience if this contractor submits the lowest offer.

1.22. **DETERMINATION OF WORK:** Determination of work is defined as effort needed to maintain all facilities at or above the contract's requirements. Maintenance of all systems in a safe operating condition are the responsibility of the Contractor. If the Operations Manager notes any deficiency, he may require the Contractor to perform the needed repairs. The Contractor will respond promptly and complete such repairs at the earliest possible time. The Contractor must take necessary action to avoid such deficiencies to prevent unsatisfactory performance.

1.23. **DUMPING AND DISPOSAL AREAS:** The Contractor shall have full responsibility for providing proper dumping and disposal areas. No dumping or disposal will be permitted upon project property. No dumping areas will be used unless approval by state and local health agencies.

1.24. **SAFETY:** Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan to include hazard analysis. This plan shall be in accordance with the most recent EM 385-1-1. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. All supervisors will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage. Safety will be considered a major factor in performance evaluation. The Contractor will establish a safety incentive program for all employees. This program along with the estimated cost will be submitted with his bid proposal.

1.25 **SUBMITTALS WITH THE PROPOSAL:** In addition to other required information in the management proposal, the bidder will submit with his bid proposal the following individual plans of operation. These plans are to cover all aspects of the technical

provisions/work statements. The plans must be prepared separately to allow for independent review. Key personnel and delegations of authority will be contained in the plans:

- a. Quality Control Plan (Section-1.9)
- b. Accident Prevention/Hazard Analysis Plan (Section-1.24)
- c. Purchasing Plan (Section-1.8.2)
- d. Herbicide/Pesticide Control Plan (Section-2.4.12)

1.26 **Definitions:**

Accountability: Accountability is the obligation to keep accurate and complete records of property, documents, or funds. Important data elements may include, but are not limited to, identification data, gains, losses, due-ins, due-outs, and balances on hand or in use.

Army Standard Information Management System (AIMS): A computer network that accommodates standard management information systems that are processed Army-wide.

Backlog: The number of service orders or other work orders which have not been completed within the required timeframes and are still pending completion.

Bona Fide Government Emergency: An emergency situation as expressed or declared by an authorized official of the U.S. Government.

Check: To inspect, operate, and/or test for verification that the unit or item is in a fully operational condition or is performing its design function and to correct noted deficiencies in accordance with the requirements specified in this contract.

Clean: As used generally, means removal of dirt or impurities. As used for acceptance of work means gleaming, free of dirt, contamination, or impurities; unsoiled, unstained, recently laundered, fresh and unused, neat and tidy.

Contractor-Furnished Property: Equipment the Contractor is required to furnish in order to perform the requirements of the contract.

Defect: Any nonconformance of a unit of product with specified requirements or standards.

Disposal: The processing of waste in a manner that renders it no longer a hazardous waste as defined in 40CFR. Some examples of these procedures are; chemical treatment, such as neutralization or detoxification; thermal treatment, such as incineration or pyrolysis; and recycling, reprocessing or recovery.

Government Representative: Personnel designated by the Contracting Officer as official representatives of the Government to the Contractor.

Government-Furnished Property: A term used in this contract to mean property in the possession of, or directly acquired by, the

Government and subsequently made available for the sole use of the Contractor in the performance of this contract.

Improvement: Alteration, conversions, modernizations, renewals, additions, expansions, and extensions which are for the purpose of enhancing rather than repairing a facility or system associated with establishing facilities or areas.

Maintenance: The recurring day-to-day, periodic, or scheduled work required to repair or maintain equipment and facilities in a specified condition, or to restore systems or components to initial or usable condition by overcoming the effects of breakdowns, wear, and tear, damage, or deterioration.

Repair: Restoration of a RPF to such condition that it may effectively be used for its designated functional purpose. Repair may be overhaul, reprocessing, or replacement of deteriorated component parts, materials, or equipment. Repair includes correction of deficiencies in failed or failing components of existing facilities or systems to meet current Department of the Army standards and codes where such work, for reasons of economy, should be done concurrently with restoration of failed or failing components. Corrective work may involve incidental increases in quantities and/or capacities.

Shall: The word -Shall- is used in connection with the Contractor and specifies that the provisions are mandatory.

Test: Procedure of obtaining, examining, analyzing, and evaluating data to determine conditions or verify performance capability.

Unscheduled Maintenance: As used in this contract, the term -unscheduled Maintenance- shall be synonymous with nonrecurring maintenance, and unscheduled repair; and all these terms shall be understood as applicable to categories as defined herein.

TECHNICAL PROVISIONS
Section 2
Public Recreation Facilities

2.1. Buildings, Shelters, Campsites, Picnic Facilities, Utilities, Structures, and Support Facilities

2.1.1. SCOPE: This work shall consist of furnishing all labor, materials and supplies required for the operation, maintenance and repair of Buildings, Recreation Facilities, Utilities and Support Systems located in the areas listed in Exhibit "A".

2.1.2. DESCRIPTION OF WORK:

2.1.2.1. Buildings and Facilities: Buildings and facility maintenance repair include offices, gatehouses, restrooms, washhouses, picnic shelters, bulletin boards, retaining walls, walkways, handrails, steps, ramps, trails, decks, drainage structures, courtesy docks, guardrails, signs, barricades, security fencing, play apparatus and game courts, picnic and camping units, and other facilities. This section includes any facility not covered elsewhere in this contract, as shown in Exhibits "A" and "B". The maintenance and repair or replacement will include the following trades: carpentry, masonry, stonework, painting, chipping, building hardware, concrete work, concrete finishing, roof systems, welding, and other items that associated with the definition of "Building Maintenance."

2.1.2.2. Mechanical, Utilities, and Sewage Systems: These items consist of mechanical, electronic, heating, cooling, ventilating, electrical, and plumbing contained within the various buildings, parks, campgrounds, recreational areas and recreational facilities. It includes such items and systems as, pumps, pump controls, shower washhouses, restrooms, electrical hookups, electrical distribution systems, heat pumps, traffic control gates, electronic gates, traffic counters, washers, dryers, dump stations, water distribution systems, sewage systems, irrigation systems, etc.

2.1.3. TYPES OF SERVICES:

2.1.3.1. Operations and Maintenance: These services shall include tests, inspections, adjustments, repairs, cleaning, or replacement of malfunctioning equipment. All repairs will be made by competent maintenance personnel, skilled and knowledgeable in that type of repair. If such a person is not in the contractor's organization, the work will be subcontracted to a competent firm. Various kinds of services required are as follows.

2.1.3.2. Buildings: The Contractor will be responsible for adjusting and lubricating door hardware, refastening loose hinges, locks, floor tile, carpeting and trim, refitting or replacing doors, hardware floor covering, wall board, partitions, benches, ceiling boards and tiles, trim, painting as required, repair of built-up roofing, removal of graffiti, sheet metal work, repair of concrete floors or walks, replacement of broken windows, repair of security fencing, gates, and playground apparatus when necessary.

2.1.3.3. Electrical Systems: Repairing and replacing damaged or malfunctioning electrical systems, broken cable, breakers, panel

boxes, ground fault interrupters, limit switches on pumps, traffic counters, electric pumps, sewage pump controls, timers, photo-electric cells, electric heaters, electric hot water heaters, light fixtures, switches, outlets, fuses, bulbs, street lights, lights in parking areas, and underground wiring. The Contractor's responsibility will begin at the public utilities meter.

2.1.3.4. Water and Sewage Systems: Repairing and replacing damaged or malfunctioning water mains back flow prevention devices, storage tanks, valves, vacuum breakers, outlets and faucets, flushmeters, ball cocks, interior building plumbing, underground water lines, hot water heaters, pressure relief valves, fittings, clearing clogged drains, pumping out septic tanks and dump stations, winterizing systems to prevent damage, pumps, sewage mains, and water fountains.

2.1.3.5. Heating, Air Conditioning, Ventilation and Compressed Air Systems: All equipment shall be maintained in accordance with the original installation or the manufacturer's recommendations. This will include lubricating pumps and motors, adjusting belts, pulleys, temperature and electric/electronic controls, cleaning or replacing filters, and painting equipment as required. Equipment and equipment rooms will be maintained in a neat and clean operating condition. Broken or malfunctioning equipment shall be repaired or replaced promptly following the manufacturer's recommendation.

2.1.3.6. Playground, Picnicking, and Camping Units: All facilities shall be maintained following the original installation or the manufacturer's recommendation. Playgrounds, picnic and camping units shall be monitored to insure their safety. Broken, unserviceable or unsafe facilities including tables, benches, grills, retaining walls, lantern posts, and walkways will be repaired or replaced.

2.1.3.7. Modifications: A modification is any change to the original design of a facility or installed system. The initiation of modifications will not be done without the approval of the Operations Manager. Modifications not approved in advance shall be considered unauthorized and the Contractor may be required to make restoration at no cost to the Government.

2.1.3.8. Records and Reports: The Contractor shall be required to maintain a daily written record of operations and maintenance work to be accomplished and completed. All equipment requiring maintenance or repair within the scope of this contract shall be tagged. The tag shall include the date and signature of the mechanic who did the work for each piece of equipment.

2.2. ROADS, PARKING AREAS, SIGNS, AND BARRIERS

2.2.1. SCOPE: The work shall consist of furnishing all labor, materials and supplies required for the maintenance and repair of paved roads, paved parking, launching ramps, signs, barriers, guardrails, barricades, bumpers, and posts.

2.2.2. DESCRIPTION OF WORK

2.2.2.1. The Contractor will continually monitor the condition of guardrails, signs, barricades, bumpers, curbs and posts and will realign, paint, repair or replace as required. Most of these are within the Lake Lanier Project area. Some project directional and information signs are outside the project boundary (within an approximate distance of 10 miles) but are part of this contract.

2.2.2.2. The paved roads, paved parking areas, and launching ramps listed in Exhibit "A" will be totally inspected by the Contractor immediately following the commencement of the contract.

A minimum monthly inspection will be made each month of the life of the contract. Launching ramps will be inspected, at least weekly, to insure ramps are always safe and usable. The purpose of the inspections is to determine location and extent of needed repairs to road systems, parking areas and launching ramps.

Repairs will be made when and where required following appropriate Corps of Engineer's specifications that are available in the Mobile District and Operations Manager's office. It is the spirit and intent of these specifications for repairs to be made that will be equal to or better than the existing surface. With the exception of emergency work repairs may be made on a cumulative basis as approved by the Operations Manager.

2.2.2.3. The Contractor may be required to pave and resurface various roads and parking areas within the project limits. Paving and resurfacing work shall not exceed approximately \$200,000 per contract year.

2.3. **PARK CLEANING SERVICES:**

2.3.1. SCOPE: The work shall consist of furnishing all labor, materials and supplies necessary to clean and service public use areas and facilities in designated areas at various public use areas and removing refuse from the Lake Lanier Project at locations shown on the enclosed site maps. During periods of high visitation, fulltime-cleaning attendants will be utilized to the maximum extent possible. These attendants will be assigned to the larger, heavily used parks and campgrounds providing for continuous service during periods of highest use.

2.3.2. DESCRIPTION OF WORK: The following services and minimum schedule will be accomplished, but the Contractor is to use his creativity to keep the facilities clean at minimum costs. At some major areas work may be completed during peak recreation seasons by combining duties and providing full time attendants. Duties under other sections may be combined with the duties under this section to provide for greater efficiency if other work is not adversely affected.

2.3.2.1. Cleaning of Waterborne Toilets, Shower houses and Sanitary Dump Stations:

2.3.2.1.1. Shower houses and Waterborne Toilets: Clean all structures and fixtures by mopping and scrubbing with approved cleaners, disinfectants, and deodorants. Hose down buildings inside and out if necessary or if directed by the Operations Manager. All mirrors will be polished if necessary to maintain reflective qualities. All refuse receptacles will be emptied and cleaned. At least one full roll of toilet paper per fixture will be left at each cleaning. Remove all insects, insect nests, and webs, from louvers, screens, doors, windows, walls, ceilings, recesses, and eaves. All outside grounds and facilities associated with the building shall be also cleaned. This includes sweeping walks and paved parking areas, cleaning water fountains and benches and policing grounds. Any drawing, writings, or graffiti will be removed by cleaning or over-painting surfaces with matched and approved paint. Extreme care will be taken to remove all excess water by dry mopping after cleaning.

2.3.2.1.2. Dump Stations: Clean by scrubbing, mopping and disinfecting concrete surfaces, hoses and faucets.

2.3.2.2. Picnic and Camping Shelters: Clean all structures including tables, benches, fireplaces and grills by mopping or scrubbing with approved cleaners. All outside grounds and facilities associated with the shelter shall be cleaned. This includes walkways, steps, water fountains, benches, and policing grounds.

2.3.2.3. Swim Areas: Collect all trash, paper, bottles, broken glass, animal feces, limbs, cans, pop tops, animal and fish carcasses, and any other debris. The beach and swimming area consist of everything inside the buoy lines. Particular attention will be given to the removal of items with sharp edges that could cause injury to swimmers. All safety features such as buoys, swim cables, life saving devices and signs shall be inspected and maintained in a serviceable condition.

2.3.2.4. Picnic and Campsites: Clean all tables including seats, tops and base slabs, by sweeping and scrubbing with clean water and detergent. Remove ashes from fire rings and grills and dispose of same in authorized dumping areas. All grounds and facilities associated with each facility such as the impact area, parking area, steps and walks shall be cleaned of litter.

2.3.2.5. Grounds: Pick up all trash, paper, bottles, limbs, cans, pop tops, animal and fish carcasses, and any other debris and dispose of in authorized dumping areas. Where doubt exists about an item defined as litter, the Operations Manager will give clarification. The grounds will be cleaned to the water edge despite pool elevations.

2.3.2.6. Refuse Receptacles: Refuse removal shall consist of removing the contents of the refuse receptacles and the materials on the ground near the receptacles. Refuse receptacles shall be placed on stands or pads and the receptacle cover shall be placed securely on the receptacle. Clean all receptacles by using water under pressure, and then apply an approved disinfectant. Receptacle liners are recommended for trashcans. The Contractor shall be responsible for the maintenance and placement of refuse receptacles in the recreation areas. All receptacles and supports shall be kept free of holes, dents and graffiti. The Contractor will continually monitor the condition of the receptacles and will repair or replace as necessary. Unless approved otherwise by the Operations Manager replacement containers shall be the same type as the original. The Operations Manager may also require additional receptacles to be placed.

2.3.2.7 Water: Water required for cleaning may be obtained from existing Government water supply systems or from other sources approved by the Operations Manager. The Contractor shall transport water for cleaning in areas where water is not available. The same cleaning water and supplies used for cleaning restrooms shall not be used for picnic tables.

2.3.3. MINIMUM ACCEPTABLE SCHEDULE OF SERVICES: The schedules of services listed in exhibit (A) are the minimum acceptable. Additional cleaning may be required to insure a satisfactory standard of cleanliness.

2.3.4. CLEANING FREQUENCY: The seasonal chart in Exhibit (A) shows the minimum acceptable number of daily cleanings per week (unless noted otherwise) for each facility. The actual cleaning level designated for each area to be serviced is in the Exhibit (A) facility chart under cleaning level. The day of the week for the required cleaning will be selected to fit the heavier visitation periods by the using public. All cleaning schedules are to be approved by the Operations Manager.

2.3.5. DAY-USE PARK AND CAMPGROUND ATTENDANTS: The Contractor may provide a fulltime attendant in large day-use parks and campgrounds to provide the bulk of the cleaning. These attendants may report directly to the campground and use Government furnished equipment in the performance of their duties. This method may be used whenever it is most efficient.

2.3.6. SEASONAL CLOSURE OF AREAS: The closing and opening dates of some parks are variable and depend on decisions made by the Operations Manager.

2.3.6.1. During this contract period some or portions of some parks will be closed by gates. The areas behind these gates will be maintained at a lesser schedule. All locked areas will have facilities inspected at fourteen-day intervals for damage from adverse weather or vandalism. Any necessary repairs will be made. Entries will be made on the appropriate daily report of these checks and repairs. The facilities will be cleaned only as needed beginning at the closing date. The Operations Manager may require additional cleanings as necessary.

2.3.6.2. During this contract period closed areas will be reopened for use. The Contractor will be notified of the opening date at least 10 days before the opening. The Contractor will thoroughly clean all grounds and facilities located in the area before the opening date. All plumbing, electrical and mechanical equipment will be checked to insure it is operating properly and deficiencies repaired before the opening date.

2.4. LAWN, GRASS, GROUNDS, AND LANDSCAPING

2.4.1. SCOPE: This work shall consist of furnishing all labor, materials, supplies/equipment required to mow and trim grassed/lawn areas. Replant bare areas of turf, prune, water, and maintain all shrubs, trees and plant beds, remove dead trees and plants, provide fertilization program, and provide maintenance of landscaping and water diversion structures. All areas of work are in Exhibit "A".

2.4.2. Description of Work: The contractor will cut, mow and trim all grass using tractors, rotary mowers, self-propelled mowers, weed eaters, blowers, and hand trimmers. Grass shall be trimmed around light poles, walks, guardrails, barrier posts and all other facilities. Weeds and grass around buildings, tables, grills and toilets will be cut over a distance of thirty (30) feet on all sides of these facilities. Ditches and other grassed areas that cannot be cut by machine will be hand cut. Upon completion of each cutting, grass clippings will be removed from areas such as roadways, parking lots, sidewalks, campsites, picnic tables, and shelters. Bare areas of turf will be replanted or over-planted, turf areas, shrub and plant beds will be maintained, dead trees will be cut and removed, a fertilization program will be established and carried out, and landscaping structures will be maintained.

2.4.3. Lawn and Grass Cutting: Lawn and Grass are separated into the following two types:

2.4.3.1. Lawn: Consists of Fescue, Bermuda or Zoysia Grass. Lawn type grass is usually in high pedestrian areas and is to be maintained at greater standards than ordinary grass. These areas are usually next to beaches, sunbathing areas, playgrounds and the Operations Manager's Office. Extreme care will be taken to prevent scalping and damaging of the sod in cutting operations.

2.4.3.2. Fertilization of these areas shall be done to a higher degree of accuracy with at least two samples from each area.

2.4.3.3. Open grass: Open grass consists mainly of fescue and is usually in low traffic areas. Typical areas are along road shoulders, campsites, picnic sites, open fields and on the dam structures.

2.4.3.4. Areas to be Mowed: The park maps herein show where the work is to be done but do not accurately define the limits of the cutting areas. The type of tools or machinery required to do the work satisfactorily will be determined by inspection of the individual areas. If, the Operations Manager determines the equipment is not performing satisfactory, the Contractor may be directed to use a different type of equipment.

2.4.3.5. Restrictions: No mowing will be permitted Saturday, Sunday, or holidays unless this restriction is specifically waived by the Operations Manager. Mowing with power-mowers, either push or riding, will not be closer than twenty (20) feet from an inhabited picnic or campsite. Such inhabited picnic or campsites will be trimmed using weedeaters. Work will be performed during daylight hours only.

2.4.3.6. Standards:

2.4.3.6.1. Lawn: Lawn grass shall not reach a height more than three (3) inches nor shall it be cut less than one and a half (1 1/2) inches above ground. Lawns normally require cutting at approximately one to two week intervals depending upon the growing season and the rainfall.

2.4.3.6.2. Open Grass: Open grass shall not reach a height more than six (6) inches nor shall it be less than three (3) inches. Grass normally requires cutting at approximately one to three week intervals depending upon the growing season and rainfall.

2.4.3.6.3. On rare occasions, the above standards may not be met because of climatic conditions such as excessive rain. If the grass exceeds the contract standards, the following will be done to bring the grass within the standards. The grass will be mowed to cut only one half the height of the stem to prevent damage to the grass. Mowing frequency will be increased (Not more than weekly) to permit a gradual return to the desired height. Consistent problems with maintaining the standard grass height will be considered a contract deficiency and steps should be taken to correct the problem.

2.4.3.6.4. The Operations Manager may in writing direct a higher grass height. If so directed, the new minimum will be one half the height of the maximum.

2.4.4. TURF REPAIR, SEEDING AND FERTILIZATION: All bare and eroded lawn, grassed areas, or paved road shoulders where a satisfactory stand of grass does not exist shall be disked, smoothed, re-seeded and mulched. The Operations Manager may direct additional turf repair and planting. Seeding and mixtures shall be confined to the season and mixtures recommended by the Georgia Extension Service or the Operations Manager.

2.4.4.1. Hydro-seeding: Large areas of planting may be hydro-seeded, using equipment specifically designed for hydro-seed application. The manufacturer's recommendations shall be followed in preparing the mixture of specified seed, fertilizer and pulverized mulch in water. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application. Apply slurry uniformly to all areas seeded. The proper rate of application will be made to obtain specified seed sowing rate.

2.4.4.2. Re-grading and Repair of Turf: Existing lawn and planted areas will be repaired if damaged by Contractor's operations. Also, lawn and grassed areas with improper drainage, grading or slope will be re-graded and replanted. Disturbed areas will be re-grassed and mulched immediately to prevent erosion. Salutation barriers will be used where required to control silt or when directed by the Operations Manager.

2.4.4.3. Seed: Seed labeled according to U. S. Department of Agriculture Rules and Regulations shall be furnished. Seed shall be furnished in sealed, standard containers unless the Operations Manager gives written exception. Wet, moldy, or damaged seed will not be acceptable.

2.4.4.4. Summer Mixture with Two or More Seed Kinds: Seeds with the following minimum percentage by weight of pure live seed of each seed kind in the mixture in each lot shall furnish as follows:

Seed Kind <u>1</u>	Percentage by weight of each seed kind in mixture <u>2</u>	Percentage by weight of pure live seed of each kind <u>3</u>	Percentage by weight of pure live seed in mixture <u>4</u>
Bermuda grass	70	82	57.4
Kentucky 31 Fescue	30	88	26.4
Total pure live seed in mixture... ..			<u>83.8</u>
Weed seed, not to exceed 1%			<u>1.0</u>
Other than weed and pure live seed maximum...			<u>15.2</u>
Total			100.0

2.4.4.5. Winter Mixture With Two Seed Kinds: Seeds with the following minimum percentage by weight or pure live seed of each kind in the mixture in each lot shall be furnished as follows:

Seed Kind <u>1</u>	Percentage by weight of each seed kind in mixture <u>2</u>	Percentage by weight of pure live seed of each kind <u>3</u>	Percentage by weight of pure live seed in mixture <u>4</u>
Red Fescue	30	88	26.4
Kentucky 31 Fescue	70	88	61.6
Total pure live seed in mixture.....			<u>88.0</u>
Weed seed, not to exceed 1% by weight.....			<u>1.0</u>
Other than weed and pure live seed maximum..			<u>11.0</u>
Total			100.0

2.4.4.6. Application of Fertilizer: Before tillage, fertilizer shall be applied at the following rate to areas to be seeded: 1,300 pounds per acre (equivalent to approximately 30 pounds per 1000 square feet)

2.4.4.7. Preparation of Ground Surface for Areas To Be Seeded:

2.4.4.8. Tillage: After the application of fertilizer to seeded areas, these areas shall be tilled to a depth of 4 inches to mix the fertilizer into the soil and to prepare a seed bed. Tillage shall be done with hand-operated machinery or other approved tools that will do the soil preparation.

2.4.4.9. Planting Seed: Seed shall be broadcast by hand crank seeders, or with other approved sowing equipment. Seed shall be distributed uniformly over designated areas. Half the seed shall be sown with the sower moving in one direction, and the remainder with the sower moving at right angles to the first. Seed shall be covered to an average depth of 1/4 inches by a light raking with a hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

2.4.4.10. Mulch for Seeded Areas: Threshed straw of cereal grain, such as: oats, wheat, barley, rye, rice, etc. shall be used. Materials containing objectionable weed seeds or other species that might be detrimental to the planting or to adjacent farmland will not be acceptable.

Mulch shall be spread uniformly in a continuous blanket, using 1 1/2 tons per acre. Mulch shall be spread by hand or suitable equipment. Mulching shall be started at the windward side of somewhat flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched. Immediately following spreading, the mulch shall be anchored to the soil by hand tools that will chop or force the mulch partially into the soil.

2.4.5. PLANTBEDS, SHRUBS AND PLANTED TREES:

2.4.5.1. Pruning: Prune, thin out and shape trees and shrubs following standard horticultural practices. Prune trees to retain required height and spread. Unless otherwise directed by the Operations Manager, do not cut tree leaders, and remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character and accomplish their use in the landscape design. Broad-leaved evergreen shrubs shall be pruned after flowering. Deciduous spring flowering shrubs should be pruned when the flowers fade in the spring before new growth starts. Deciduous summer flowering shrubs should be pruned in the dormant season, usually in early spring before growth begins. Figure 1 illustrates, in, general the method to be used in pruning. After cutting of tree limbs, the tree wounds will be dressed with a black asphalt base antiseptic paint especially marketed for treating pruning cuts on woody plants.

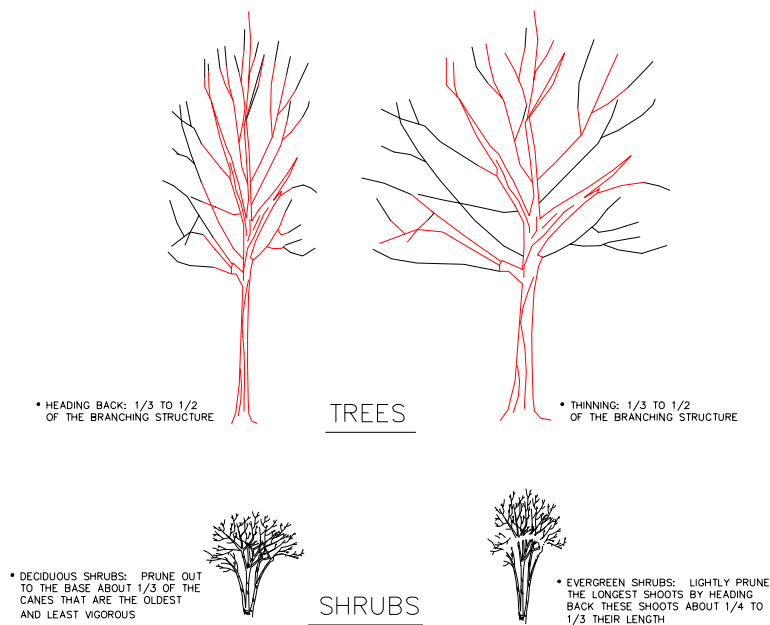
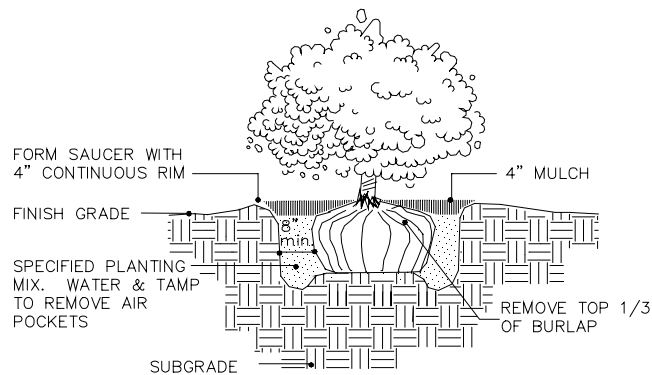


FIGURE #1

2.4.5.2. De-weeding and Re-mulching Shrubs and Landscaping Trees: April through October weeds and grass shall be completely removed from around all ornamental shrubs, trees and ground cover. This shall include the removal of weeds and grass from planter boxes, slopes and plant beds. Weeds and grass shall be removed from plant beds out of the originally specified limits of the beds. Weeds and grass shall be removed from around individual trees and shrubs in a circle for a minimum distance of a 2-foot radius from the base of the plant. Mulch shall be placed in all plant beds and around all individual trees and shrubs to a compacted depth of 4 inches.

Mulch shall be placed circling all individual trees and shrubs for a minimum distance of 2-foot radius from the base of the plant.

- 2.4.5.3. Mulch for Shrubs and Ground Covers: Mulch for shrubs and ground covers shall be seasoned and disease resistant. Mulch materials shall consist of pine straw, seasoned sawdust, ground bark or any other suitable material approved by the Operations Manager.



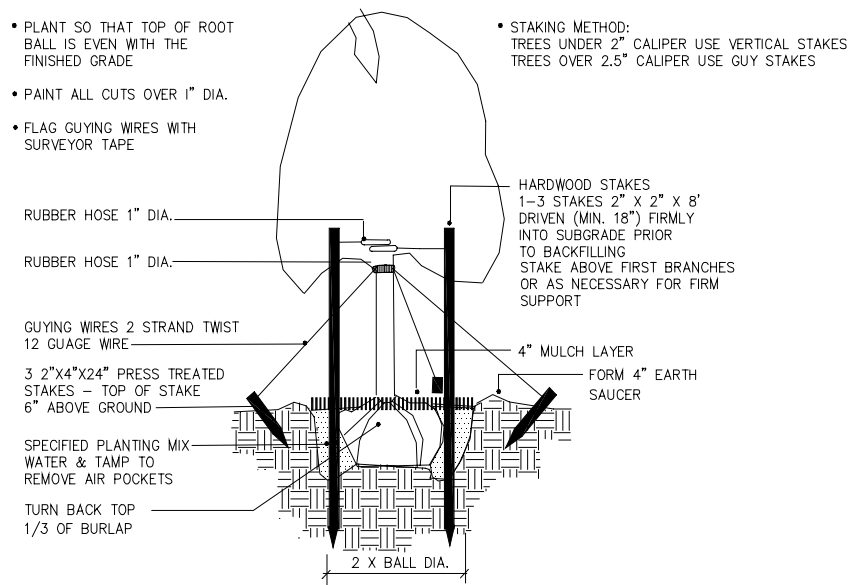
Typ. Shrub Planting Detail

Fig. #2

SCALE: Not To Scale

2.4.6. Replacement of Trees, Ornamental Plants and Shrubs: All ornamental or planted trees, ornamental shrubs and ground cover; planted around buildings, or in public use areas that are either dead, diseased or damaged shall be replaced. The replacement plants shall be the same size, quality and species as originally planted, unless deviation is approved by the Project Manager. Planting of replacement plants shall be done between the dates 15 November and 15 March; comply with ANSI Z60/and figures 2 and 3.

2.4.7. Hazardous Trees and Limbs in Public Use Areas: Trees that are dead, diseased, or fallen posing hazardous conditions to public safety or interfering with the use of project facilities shall be removed and cut into firewood lengths by the Contractor. With the approval of the Operation Manager, some cut trees may be placed along the shoreline for fish attractors. The firewood resulting from such cleanup operations shall be hauled to the nearest secure campground or an area designated by the Operations Manager, and left in an approved location. A secure campground is one with a park attendant or with a locked gate. No firewood will be disposed of or stored off Government property.



TREE PLANTING – GUY WIRES/VERTICAL STAKE

FIG. # 3

SCALE: NOT TO SCALE

2.4.8. WATERING: Water shall be applied as needed to all seeded areas and replacement plants whether replanted by this contract or planted by the Government during the contract period. Additional areas may be designated for watering by the Operations Manager.

2.4.9. CONTINUAL NUTRIENT MAINTENANCE PROGRAM: Once a year the Contractor shall establish a soil sampling program (using State of Georgia guidelines). Approximately one sample from each park and 12 from the Dams shall be taken for analysis by the county extension Service (See note about Lawn Areas). The Contractor shall then apply an application of ground limestone and the recommended blend of fertilizer at the recommended rates based on the results of the soil sample tests. Fertilizer shall be applied to all areas requiring grass mowing under this contract and plant beds.

2.4.9.1. Materials: Commercial fertilizers and soil additives shall meet the requirements of the soil sample results. The containers delivered to the site shall bear the manufacturer's statement of analysis. In lieu of this analysis a letter of certification from the manufacturer shall be furnished to the Operations Manager.

2.4.10. MAINTENANCE OF STRUCTURES USED IN LANDSCAPING: This includes any item not included in Section 2. Such items may be retaining walls, planting beds, walkways, handrails, steps, ramps, trails, decks, rip-rap, water diversion berms, and drainage facilities. All facilities shall be continually checked to insure structural integrity, safety, appearance and if it is doing its original purpose.

2.4.10.1. Materials used in Repairs: All materials used in repair of these structures shall be of the same or similar material as the original construction, such as wood chips, screenings, treated cross-ties, stone, cedar lumber, stained lumber and grasstone. Construction details, methods or materials will be subject to approval of the Operations Manager. All drainage and water control facilities will be kept shaped to insure their proper functions.

2.4.11. REMOVAL OF OBNOXIOUS GROWTH: Obnoxious growth, such as poison oak, poison ivy, kudzu, etc. when affecting public safety or directed by the Operations Manager shall be controlled and sprayed with approved herbicide.

2.4.12. HERBICIDE/PESTICIDE PLAN: A Herbicide/Pesticide Plan will be developed covering the application of chemicals. This plan shall include approved chemicals for the intended usage, dosage rate, environmental factors and record keeping. The records will include the applicator's name, date, time, environmental factors at the time of application, pesticide name, EPA registration number, application rate, application equipment and disposal information.

TECHNICAL PROVISIONS

SECTION 3

Operations Manager's Office, Ranger Station, Boat Houses, Shop Areas and Volunteer Village

3.1. **SCOPE:** The work shall consist of furnishing all labor, materials and supplies required to operate and maintain the Operations Manager's office, Ranger Station, Boat Houses shop Areas and the Volunteer Village.

3.2. **DESCRIPTION OF WORK:** The work items and facilities will be operated and maintained according to Sections 2.1., 2.2., 2.3., and 2.4. The following cleaning schedule will be followed:

3.2.1. OPERATIONS MANAGER'S OFFICE COMPLEX:

Daily Requirements:

Empty and clean all trash receptacles
Dust furniture and machines; wax as needed
Sweep, mop or vacuum floors as needed
Clean and maintain all toilet fixtures; replace toilet tissue, soap and towels
Inspect total area for insect nests and remove
Police area outside building

Weekly Requirements:

Sweep, mop or vacuum total inside area
Clean windows/blinds
Wax floors if required by type

3.2.2. SHOP COMPLEX:

Daily Requirements:

Empty and clean all trash receptacles
Clean and maintain all toilet fixtures; replace toilet tissue, soap and towels

Weekly Requirements:

Sweep, mop or vacuum total inside area
Clean windows/blinds

3.2.3. BOAT HOUSES:

Weekly Requirements:

Empty and clean all Trash receptacles
Clean, and sweep total inside area
Clean and police total outside area
Inspect for maintenance requirements, insect nests or mooring problems.

3.2.4. Ranger Station: (Normally closed 1 December through 1 April) Requirements are weekly but since the usage of the Ranger Station is on a reservation basis the cleaning requirements must match the usage requirements:

Weekly Requirements

Empty and clean all trash receptacles
Sweep, mop or vacuum total inside area
Clean and maintain restrooms; replace toilet tissue, soap and towels
Clean refrigerator and all kitchen appliances
Police and clean total outside area
Provide and launder linen as required
Check, security locks, fence and courtesy dock
Inventory linen and utensils and replace as needed to insure adequate amount on hand.

3.2.5. VOLUNTEER VILLAGE:

The dumpsters will be emptied on a weekly schedule
(All other cleaning will be done by the occupants of the village)

TECHNICAL PROVISIONS
Section 4
Dam and Related Structures

4.1. **SCOPE:** The work shall consist of furnishing all labor, supplies, and materials to operate and maintain the utilities, roads, parking, fences, grass, landscaping, and cleaning services on the main dam, three dikes, spillway, river warning horns and related structures. This includes the removal of trees and brush from the rip-rap areas on these structures and the Powerhouse security fence .

4.2. **DESCRIPTION OF WORK:** The structures, roads, parking, grass, trees, and other applicable facilities will be maintained following the specifications in Sections 2.1., 2.2., 2.3., and 2.4 with the following additions:

4.2.1. Contractor shall rid the rip-rap of vegetation by spraying pesticides. This includes all trees, weeds, vines and other vegetation. This vegetation shall be cut to the height of the rip-rap and may be left to decay unless directed otherwise.

4.2.2. During the first year of the contract all painted guard-rail will have rusted spots removed, prime and repaint, front and back. (Approximately 12,000 lineal feet)

4.3. **AREA OF WORK:** Areas included in this technical provision are the main dam; dikes 1, 2, and 3, and the spillway and any related structures included in the "Damsite Area".

4.4. **WORK SUPERVISION:** All work shall be done by or under the supervision of qualified and competent personnel.

4.5. **SCHEDULE:** Work items referred to in other technical sections will be done on the same schedule as shown in that section. Grass on these structures are considered open grass and will be maintained at a minimum height of three inches and a maximum height of six inches. Any deviation in this schedule will require approval of the Operations Manager.

TECHNICAL PROVISIONS
Section 5
Project Office Vehicles

5.1. **SCOPE OF WORK**: The work shall consist of furnishing all labor, supplies, and parts required in washing, cleaning, performing preventative maintenance and making minor repairs on vehicles and equipment assigned to the Operations Manager's Office and used by Government and Contractor personnel.

5.2. **DESCRIPTION OF WORK**: On a scheduled basis, motor vehicles will be washed. Motor vehicles and equipment will have minor repairs and preventative maintenance performed following whichever is applicable, the manufacturer's recommendations, the Project Equipment Maintenance Plan (this plan is provided by the Government) or GSA requirements. All lubricants, oils, fluids, air cleaners, filters, antifreeze, brake linings, windshield wiper blades, headlights, light bulbs, clamps, hoses, sparkplugs, ignition parts, plug wires and other minor repairs items shall be applied or replaced as needed. A list of the present vehicles is included in Exhibits (C) & (D). The number and type of vehicles will change as newer equipment is secured over the life of this contract.

5.3. **WORK SUPERVISION**: All work shall be done by or under the supervision of competent and qualified personnel.

5.4. **SCHEDULE**: Work and inspections shall be scheduled as to best fit project working hours and have the least interference with required project work.

5.5. **RECORDS**: The Contractor will keep a log of inspections made and work performed.

TECHNICAL PROVISIONS

Section 6

Maintenance of Navigational Markers and Buoys

6.1. **SCOPE OF WORK**: The work shall consist of furnishing all labor, operators, materials and supplies needed to replace and maintain all navigational markers and buoys on Lake Sidney Lanier.

6.2. **DESCRIPTION OF WORK**: When notified by the Operations Manager, the Contractor shall replace or repair signs, posts, buoys, anchors, and anchor cables.

6.3. **AREA OF WORK**: The work area will be on the Lake Lanier Project on the approximately 18,000 acres of shoreline and 38,000 acres of water.

6.4. **WORK SUPERVISION**: All work will be done by or under the supervision of competent and qualified contractor personnel.

6.5. **SCHEDULE**: Repairs shall be made when inspections by the Government deem necessary.

6.6. **QUANTITY**: There are approximately 750 navigational markers and 275 buoys located on the Lake Sidney Lanier Project.

TECHNICAL PROVISIONS

Section 7

Encroachments, Tree Removal, and Refuse Removal on Shoreline Other Than Public Parks

7.1. **SCOPE OF WORK:** The work shall consist of furnishing all labor, operators, equipment, supplies, and materials required to remove encroachments, trees, and refuse from the approximately 38,000 acres of water and 18,000 acres of land outside the public parks. This section requires removal of trees next to private dwellings or property where extreme care and diligence are required to prevent damage to adjacent private property.

7.2. **DESCRIPTION OF WORK:** The Contractor shall dismantle or remove from government property specified encroachment items such as floating or fixed boathouses, walkways, utility lines, abandoned boats, concrete grills, barrels, lumber, hazardous trees, refuse and dead animals. Much of this work is adjacent to water and requires the use of water craft.

7.2.1. Hazardous trees along property lines next to private homes or structures, shall be cut on a case by case basis when directed by the Operations Manager. The Contractor shall remove and dispose of the trees without damage to private property.

7.3. **AREA OF WORK:** The work area will be on the Lake Lanier Project on the 18,000 acres of shoreline or the 38,000 acres of water surface.

7.4. **DISPOSAL:** These items shall be disposed as directed by the Operations Manager in an approved dumping area. Some items may be transferred to an authorized project impound area and require later removal.

7.5. **WORK SUPERVISION:** All work will be done under the supervision of qualified and competent personnel. Due to the hazardous nature of this work, extreme care will be exercised to prevent injury to personnel, damage to private property or cause adverse public relations.

7.6. **SCHEDULE:** This work is not continuous but is scheduled as the work occurs. Notification of work will be issued by the Government specifying the work and when it will be completed. The work is expected to use approximately 500 man-hours of the Contractor's labor force each year.

TECHNICAL PROVISIONS

Section 8

Facility Repair

8.1 SCOPE OF WORK: The Contractor will supply one General Maintenance Worker; and the labor required in the repair of designated public use areas.

8.2 DESCRIPTION OF WORK: The Contractor shall install or repair lantern posts, vehicle pads, impact areas, fire rings, picnic tables, grills, fee vaults, bulletin boards , landscape timbers, signs electrical panels, water lines, gatehouses, and other structures and facilities required for operational integrity of the project.

8.3 WORK SUPERVISION: All work will be done by or under the supervision of qualified and competent personnel.

8.4 SCHEDULE: The work is expected to utilize approximately 6000 manhours of the Contractors labor force.

TECHNICAL PROVISIONS

Section 9

Operation of Reception Desk and Visitor Center

9.1 **SCOPE OF WORK:** The contractor is to provide labor to staff the reception desk and Visitor center located at the Operations Manager's Office with persons 18 years of age or older, having the skills and knowledge necessary to perform the described duties. The estimated total number of hours to accomplish the work is 2088.

9.2 **DESCRIPTION OF WORK:**

9.2.1 Reception Area Operation: When visitors enter the lobby, the attendant will welcome them to the Project. Visitors are to be informed of exhibits and displays in the Visitor Center and available recreation facilities, their location and upcoming activities at Lake Lanier. General questions concerning the project will be answered by the attendant while technical questions or those concerning Corps policy and regulations will be referred to appropriate Corps employees on duty. Brochures and other handout information furnished by the Corps will be made available.

The attendant will operate the switchboard at the receptionist desk and answer all incoming telephone calls. The attendant will answer the telephone in a polite and courteous manner. Callers requiring information concerning administrative procedures or other specific information will be referred to the appropriate Corps employee.

If the attendant receives information concerning an emergency, the attendant will immediately notify the nearest Corps ranger. If necessary the attendant will make emergency telephone and radio calls to facilitate a response to the incident. Written record will be made of all such incidents.

Other duties to be performed by the attendant include:

- a. Radio operation and monitoring.
- b. Group camping area, picnic shelter and ranger station reservations.
- c. Issuance of golden age, golden access and day use permits.
- d. Prepare mail outs of recreation information
- e. Contacting campgrounds daily to determine problems, vacancy information and supplies needed.

f. Computer input of recreation data.

9.2.2 Visitor Center Operation: The Lake Lanier Visitor Center will be maintained to provide a quality experience for the visitor and will include the following duties:

a. Maintain a neat and orderly information desk.

b. Inventory and stock brochure racks daily.

c. Inspect displays for damage and proper operation at the beginning of each work day. Promptly report damage to appropriate personnel.

d. In instances where the attendant is aware of the visitor center being abused by the public, the attendant is to instruct the visitor in a polite and tactful manner of the expected behavior. This includes advising of the "no smoking" requirement for the building.

9.3 **CLOTHING STANDARDS**: Attendants will be expected to dress in a manner consistent with presenting a professional image. Jeans and athletic attire will not be worn. Clothing will be kept clean, wrinkle free and neat. Ill fitting or damaged clothing will not be worn.

A nameplate approximately 1" by 3" with red letters on white background will be worn. The nameplate will contain the first and last name of the attendant on the first line, the word "Visitor Assistant" on the second line and company name on the third line.

The nameplate will be attached centered along the top of the shirt breast pocket.

9.4 **CONTRACTOR EMPLOYEES**: The Contractor must insure that employees involved in the performance of services under this contract maintain their personal hygiene, appearance and demeanor so as to project a positive image to the public. Under no circumstances will the Contractor allow any of his employees to operate the visitor center while they are ill, intoxicated or under the influence of drugs. The Contractor must ensure that all of his employees are physically and mentally capable of performing the services required under this contract. Services under this section will require the attendant to have good verbal communication skills, experience with computer data input, word processing, and the ability to type at no less than 40 words per minute.

9.5 **INSPECTION**: The Contractor will frequently check the condition and performance of items listed under this section and will insure that work is performed satisfactorily. Performance by the contractor will be to the satisfaction of the Operations Manager.

9.6 **WORK SCHEDULE:** The reception area will be operated by one person Monday through Friday from 8:00 a.m. to 4:30 p.m.

TECHINICAL PROVISIONS

SECTION 10

Janitorial Services at the Buford Powerhouse

10.1 **SCOPE OF WORK:** The work shall consist of furnishing all labor, equipment, materials and supplies necessary to clean portions of the Buford Powerhouse.

10.2 **DESCRIPTION OF WORK:** Cleaning includes tile, concrete, wood floors, walls, windows, parking lots, restrooms, shower rooms, offices and other areas. Exterior areas adjacent to the powerhouse, the parking lot and along the roadway to the powerhouse shall be swept and trash collected up as needed. The intake structure shall be cleaned as needed by washing the area down by hose and shoveling the debris away. All trash, garbage, and debris shall be picked up daily from trash containers located both inside and outside the powerhouse. All restrooms shall be cleaned daily. Floors shall be stripped and waxed yearly.

10.3 **WORK SCHEDULE:** The work schedule will be approved by the Operations Manager. Certain areas will require coordination with Powerhouse personnel before cleaning. There will be no liquid containers allowed near the generator itself during the cleaning operations. Work shall be between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. Work will not be performed on National Holidays.

10.4 **SUPPLIES:** All supplies must be approved by the Operations Manager. Supplies to be furnished consist of, but are not limited to, toilet tissue, paper towels, hand soap, cleaning compound, floor wax, floor waxing compound, deodorants and disinfectants.

TECHNICAL PROVISIONS
Section 11
Boundary Blazing, Remarking, and Painting

11.1. **Scope of Work**: The work shall consist of furnishing labor equipment, and supplies required to clear brush, mark existing boundary corners and point on line (POL) monuments and blaze, mark and repaint existing witness trees, that denote nearby Government boundary lines at Lake Sidney Lanier. Surveying is not included.

11.2 **DESCRIPTION OF WORK**: The Contractor shall cut a limited amount of brush to clear the boundary line, assist in marking the line by blazing designated trees (leaving the sap cover unharmed, repaint with designated red paint, and set 6 foot x 3 inch orange fiberglass or plastic posts at all corners and POL's in accordance with the procedures set forth in the Criteria for Marking Government Boundary Lines on Civil Works Projects, Mobile District and the Boundary Line Marking and Permitted Uses of Public Land at Lake Lanier. The Contractor will also maintain a daily record stating beginning and ending corner or monument numbers in a field book and highlight the progress on boundary line segment sheets using a red color. In case of loss of line, POL, corner, or bearing the Contractor will notify the Lanier Project office.

11.3 **GOVERNMENT FURNISHED SUPPLIES**: The Government will furnish boundary paint and signs, GSA carsonite boundary marking posts, one reduced set of segment sheets, Shoreline Use Allocation maps, boundary line reference sheets. All other materials needed for this task will be the responsibility of the Contractor.

11.4 **WORK COORDINATION**: Due to possible adverse public relations, the contractor will be required to work closely with project personal. Extreme care will be exercised to prevent damage to private property or cause adverse public relations.

11.5 **SCHEDULE**: This work will be continuous from October 1 to March 31 Monday through Friday and will not occur later than 1600 hours. The work will not exceed 4160 man-hours.

SECTION E
INDEX OF CLAUSES

E.1	52.000-4100 INSPECTION	E-1
E.2	52.000-4101 CONTRACTOR'S DAILY INSPECTION REPORT	E-1
E.3	52.000-4102 CONTRACTOR'S MONTHLY SUMMARY REPORT	E-1
E.4	52.000-4103 CONTRACTOR'S BIWEEKLY EMPLOYMENT REPORT	E-1
E.5	52.246-0003 INSPECTION OF SUPPLIES—COST REIMBURSEMENT (APR 84)	E-2
E.6	52.246-0005 INSPECTION OF SERVICES—COST REIMBURSEMENT (APR 84)	E-3

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.000-4100 INSPECTION

a. The contract will be conducted under the general direction of the Contracting Officer or his Authorized Representative, and work will be subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. However, the Contractor is responsible for satisfactory performance of all work and the inspection thereof and neither the presence nor absence of a Government Inspector shall relieve the Contractor from any requirements of the contract.

b. Inspection and acceptance will be performed by the Authorized Representative of the Contracting Officer periodically. On request, the Contractor's Representative will accompany the Authorized Representative of the Contracting Officer on inspection tours of various portions of the project or features thereof. Any work found not to have been accomplished in accordance with this contract will be promptly remedied by the Contractor.

E.2 52.000-4101 CONTRACTOR'S DAILY INSPECTION REPORT

Contractor's Inspection Report shall be prepared in a format approved by the Authorized Representative of the Contracting Officer. Report shall be completed and submitted daily by the Contractor to the Authorized Representative of the Contracting Officer.

E.3 52.000-4102 CONTRACTOR'S MONTHLY SUMMARY REPORT

A monthly report of all services performed shall be submitted to the Authorized Representative of the Contracting Officer. (See paragraph H.8 Performance Award Fee Evaluation Plan.)

E.4 52.000-4103 CONTRACTOR'S BIWEEKLY EMPLOYMENT REPORT

The Contractor will furnish the Contracting Officer or his Authorized Representative a Biweekly employment report indicating the full-time, temporary and part-time employees and any change from the previous week.

(a) Definitions.

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

(R 7-203.5(a) 1974 OCT)

(R 1-7.202-5)

E.6 52.246-5

INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 NOV)

END OF SECTION E

SECTION F
INDEX OF CLAUSES

F.1	52.000-4105	EXTENSIONS	F-1
F.2	52.000-4108	GOVERNMENT PERFORMANCE OF SERVICES	F-1
F.3	52.000-4109	CONTRACT CHANGEOVER	F-1
F.4	52.000-4167	PERIOD OF CONTRACT	F-1

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.000-4105 EXTENSIONS

- a. Subsequent procurement of services of the type herein shall be accomplished as described in paragraph H.28.
- b. When it is determined that a contract extension is not in the best interest of the Government, the Contractor shall be given 150 days preliminary written notice of the Government's intent not to extend the contract. Likewise, the Contractor shall give the Government 150 days preliminary written notice if it does not want to accept the next extension period.

F.2 52.000-4108 GOVERNMENT PERFORMANCE OF SERVICES

- a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the Contractor, the Government may, if the Contracting officer determines that the project is endangered, perform or supplement performance of such contract services with Government personnel or personnel of another Contractor. Such performance shall not constitute a breach of contract by the Government.
- b. Nothing in this item shall be deemed to waive or limit any rights of the Government under the Contract Clause entitled "Termination".

F.3 52.000-4109 CONTRACT CHANGEOVER

The Government reserves the right to conduct site visits in all Contractor operations in conjunction with the solicitation of offers for the follow-on contract. In the event that follow-on contract is awarded to other than the incumbent, the incumbent Contractor will cooperate to the extent required to permit an orderly changeover to the successor contractor. With regard to the successor Contractor's access to incumbent employees, a recruitment notice may be placed in each facility. (See Section I, Contract Clause entitled CONTINUITY OF SERVICES.)

F.4 952.000.4167 PERIOD OF CONTRACT

- a. The period of contract performance is for a (2) year ordering period with extension available but not to exceed 10 years. Subsequent years shall be performed in accordance with the guidelines stated in paragraph H.28. "Term Year Contracting" (Extended Contractual Coverage)
- b. The Government will attempt to award this contract in such time as to allow for contract performance to begin on or about May 01, 2002.

c. Attention is directed to Section L of the Solicitation, which provides that a written award mailed or otherwise furnished to the successful offeror results in a binding contract.

END OF SECTION F

SECTION G
INDEX OF CLAUSES

G.1	52.000-4004	CONTRACT ADMINISTRATION DATA	G-1
G.2	52.000-4021	DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICE	G-1
G.3	52.999-4025	PAYING OFFICE	G-1

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 52.000-4004 CONTRACT ADMINISTRATION DATA

After award, this contract will be administered by Supplies and Services Branch (CT-S), U.S. Army Corps of Engineers - Mobile District, P.O. Box 2288, Mobile, Alabama 36628-0001, Telephone (334) 441-6531.

G.2 52.000-4021 DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

Effective on the date of award:

Mr. Erwin Topper
Lanier Project Management Office
P.O. Box 567, 1050 Buford Dam Rd.
Buford, Georgia 30518
770/945-9531

will be delegated authority to act as the Authorized Representative of the Contracting Officer, without power of re-delegation, for the purpose of discharging the following duties of the Contracting Officer:

- a. Determine acceptability of work performed.
- b. Inspect all equipment furnished by the Contractor for use on the work and determine that it is suitable for use as required by the contract.
- c. Perform the functions of the Assistant Property Administrator for the purpose of control and accountability of Government Furnished Property, (GFP), if GFP is included in this contract.

This delegation will remain in effect until completion of the contract unless sooner rescinded in writing by the Contracting Officer.

G.3 52.999-4025 PAYING OFFICE

Payment for work performed under this contract will be made by the USACE Finance Center, CEFC-AO-P, 7800 Third Avenue, Millington, TN 38054-5005. Invoices should be mailed to the receiving office at the following address:

U.S. Army Corps of Engineers, Lanier Project Management Office/Attn:
Ron Stuckey, 1050 Buford Dam Rd. Buford, GA. 30518.

END OF SECTION G

**SECTION H
INDEX OF CLAUSES**

H.1	52.000-4007	SAFETY REQUIREMENTS	H-1
H.2	52.000-4363	CONTINUING CONTRACTS (MAR 95) EFARS 52.232-50001	H-1
H.3	52.000-4036	REQUIRED INSURANCE	H-2
H.4	52.000-4029	KEY PERSONNEL, SUBCONTRACTORS, OUTSIDE ASSOCIATES/CONSULTANTS FOR PROFESSIONAL SERVICES	H-3
H.5	52.000-4071	OFFEROR'S PROPOSAL	H-3
H.6	52.000-4097	REFUSE SERVICES DEFINITIONS	H-3
H.7	52.000-4110	METHOD OF PAYMENT	H-4
H.8	52.000-4111	AWARD FEE	H-4
H.9	52.000-4114 I	AWARD FEE APPLICATION CHART	H-7
H.10	52.000-4115 I	CONTRACTOR PERFORMANCE EVALUATION REPORT FOR AWARD FEE (ALL PERIODS)	H-8
H.11	52.000-4116	PROVISIONS ON CONTRACTING OFFICER'S AUTHORITY	H-8
H.12	52.000-4118	ACCIDENT PREVENTION PLAN	H-8
H.13	52.000-4120	CONTRACTOR'S PURCHASING SYSTEM	H-9
H.14	52.000-4121	GOVERNMENT FACILITIES AND EQUIPMENT	H-9
H.15	52.000-4122	REPAIR OF GOVERNMENT PROPERTY DAMAGED BY THE CONTRACTOR	H-9
H.16	52.000-4123	GOVERNMENT FURNISHED PROPERTY	H-9
H.17	52.000-4124	FOB DESTINATION	H-10
H.18	52.000-4125	HOURS OF SITE WORK	H-10
H.19	52.000-4126	TECHNICAL DIRECTION	H-11
H.20	52.000-4127	INCORPORATION OF REFERENCED DOCUMENTS	H-11
H.21	52.000-4008	APPLICABLE WAGE RATES	H-11
H.22	52.999-4016	YEAR 2000 COMPLIANT	H-12
H.23	52.999-4002	EMERGENCY SERVICES	H-12
H.24	52.000-4117 I	QUALITY CONTROL	H-12
H.25	52.000-4721	CALCULATION OF WAGE RATE INCREASES	H-13
H.26	52.000-4722	ACCURED VACATION EXPENSE	H-13
H.27	52.000-4724	AUTOMATED INFORMATION SYSTEM (AIS)	H-13
H.28	52.000-4366	AWARD-TERM CONTRACTING	H-14

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 52.000-4007 SAFETY REQUIREMENTS

- 952.000-4007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1
-
- This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)
- (End of paragraph number 999.223-4026)

H.2 52.000-4363 CONTINUING CONTRACTS (MAR 1995) EFARS 52.232-5001

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

H.3 52.000-4036

REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

Workmen's Compensation and Employers' Liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (The Contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection

with this contract, to determine his or her own applicability with respect to this provision.)

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum limits of \$500,000 per occurrence. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance Company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of contract.

H.4 52.000-4029 KEY PERSONNEL, SUBCONTRACTORS, OUTSIDE ASSOCIATES/CONSULTANTS FOR PROFESSIONAL SERVICES

Any key in-house personnel, subcontractors, and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations or in the technical proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

H.5 52.000-4071 OFFEROR'S PROPOSAL

The offeror will be required to perform in accordance with the provisions of its final proposal which is accepted by the Government. The proposal will have the same force and effect as if incorporated into the contract.

H.6 52.000-4097 REFUSE SERVICES DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below.

a. "Refuse" includes all garbage, ashes, debris, rubbish and other similar waste material. Not included are explosive and incendiary waste and contaminated waste from medical and radiological processes.

(1) "Garbage" means animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible, or hogfood, garbage is the portion of waste food which has been segregated for salvage.

(2) "Ashes" means the residue from burned wood, coal, coke, and other combustible material.

(3) "Debris" means grass cuttings, tree trimmings, stumps, street sweepings, roofing and construction wastes, and similar waste material.

(4) "Rubbish" means a variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper, wrappings, containers, cartons and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

(i) "Combustible rubbish" which can be burned readily in an incinerator or burning pit; and

- (ii) "Noncombustible rubbish" which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees F.).
- b. "Receptacles" or "Containers" means cans, drums, bins, or similar receptacles which can be handled easily, and multiple containers which are handled by mechanical truck-mounted hoists.
- c. "Refuse Collection" means a system of transporting refuse, including nonaccountable salvage, from pickup stations to points of disposal. It includes hauling garbage to the transfer station when required by the terms of a salvage contract.
- (1) "Collection" means the accumulated refuse from any one unit at any one time, regardless of the number of cartons or bundles.
- (2) "Pickup Stations" means designated locations where refuse may be conveniently and efficiently assembled and stored in containers for collection.

H.7 52.000-4110 METHOD OF PAYMENT

- a. Once a month, the Contractor shall submit to an Authorized Representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost, in accordance with Section I, Contract Clauses.
- b. Promptly after receipt of each invoice or voucher and statement of the cost, the Government shall, except as otherwise provided in this contract, and subject to the provisions of c. below, pay to the Contractor the cost of such services as determined by the Contracting Officer to be allowable in accordance with Part 31 of the Federal Acquisition Regulation (FAR) as in effect on the date of this contract, subject to such further definition and limitations as may be included in this contract, and a prorata share of the base fee.
- c. At any time or times prior to final payment under this contract, the Contracting Officer may have the invoices or vouchers and statements of cost audited. Each payment made shall be subject to reduction for amount included in the related invoice or voucher which is found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.
- d. FINAL PAYMENT: See Section I, Contract Clause entitled, Allowable Cost and Payment.

H.8 952.000-4111 AWARD FEE

a. EVALUATION - GENERAL

1. The government contemplates award of a cost-plus-award-fee contract as a result of this solicitation. The contractor may be paid an award fee in addition to allowable costs and a base fee. The Contractor has the potential to earn an award fee if the requirements of the contract are met or exceeded.

2. The award fee may be earned by the contractor in whole or in part. The amount of award fee earned for each evaluation period, as described hereafter, shall be determined by the Government's subjective evaluation of the contractor's total contract performance. Unearned award fee from an evaluation period shall not be added to potential award fee for any subsequent evaluation

periods. Payment of any earned award fee to the Contractor, as determined by the Award Fee Determining Official (AFDO), shall not be subject to the clauses of the contract entitled, "Allowable Cost and Payment," and "Termination". The amount of award fee is earned by performing at a level above the minimum acceptable level under the contract for each evaluation period. The Contractor may submit an invoice for the earned award fee immediately upon written notice by the Contracting Officer.

3. Before an evaluation period begins, the Government may unilaterally modify any part of the Award Fee Evaluation plan including the Performance Evaluation Criteria. The Government may also unilaterally revise the distribution of award fee dollars among the remaining evaluation periods. The Contractor will be notified of these changes by the Contracting Officer before the relevant evaluation period begins.

b. AWARD FEE EVALUATION PLAN

1. An "Award Fee Evaluation Plan is hereby established for determination of performance award fee payable under this contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance at a numerical rating above 70 points. **Any rating below 70 points is considered marginal to unsatisfactory and issuance of an award fee will not be made.** It is the Government's desire that the Contractor perform services in such a manner as to warrant the highest possible rating and award fee. An Award fee determination will be made every three months to cover performance during the preceding three month period construed as making final the decision of the Award Fee Determining Official on a matter involving a question of law.

2. The following procedures will be used in determining the earned award fee for performance during each evaluation period:

(a) The Government anticipates that the award fee evaluation will be processed quarterly based on the Contractor's performance.

(b) The contractor's performance and progress will be monitored, evaluated, documented and discussed with the Contractor monthly during each quarterly evaluation period by the Authorized Representative of the Contracting Officer (COR) and his technical staff. A summary of the contractor's performance and the recommended rating will be reported to the AFRB at the end of each quarterly evaluation period. Evaluation of the contractor's performance will be in accordance with the established award fee evaluation criteria as set forth herein

(c) The AFRB will meet within a reasonable time after completion of each quarterly evaluation period. A narrative report incorporating the AFRB's analysis of the Contractor's performance, a composite quantitative evaluation using the Performance Evaluation Criteria, and a recommended Award Fee Percentage will be completed at this time to include a short concise narrative report.

(d) The AFRB Chairman will brief the AFDO on the Contractor's performance, and present to the AFDO, the written results of the AFRB's evaluation. The AFDO will review the AFRB's recommendations and approve/disapprove the specific Award Fee Percentage for the evaluation period.

3. Quarterly Evaluation of Contractor's Performance will conform to the following LEVEL OF PERFORMANCE RATING scale:

LEVEL OF PERFORMANCE RATING NUMERICAL RATING

EXCEPTIONAL (90 -100)

Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

GOOD (80 - 89)

Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

SATISFACTORY (70 - 79)

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

MARGINAL (60 -69)

Performance does not meet all contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

UNSATISFACTORY (0 - 59)

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems for which the contractor's corrective actions appear or were ineffective.

4. The following performance evaluation criteria will be used in the quarterly evaluation of the Contractor's performance:

a. QUALITY OF PRODUCT OR SERVICE/SAFETY

Asses the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards.

b. SCHEDULE

Assess the timeliness of the contractor against the completion of the contract task orders, milestones, delivery schedules, administrative requirements (e.g. efforts that contribute to or effect the schedule variance).

c. COST CONTROL

Assess the Contractor's effectiveness in forecasting, managing and controlling contract cost.

d. BUSINESS RELATIONS

Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women owned business participation goals.

e. MANAGEMENT OF KEY PERSONNEL

Assess the Contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

End of Clause

H.9 952.000-4114 I AWARD FEE APPLICATION CHART

TOTAL WEIGHTED RATING	PERCENTAGE OF AVAILABLE AWARD FEE TO BE AWARDED
0-70	None
71	2
72	4
73	6
74	8
75	10
76	13
77	16
78	20
79	25
80	30
81	35
82	40
83	45
84	50
85	55
86	60
87	65
88	70
89	75
90	80
91	83
92	86
93	89
94	92
95	95
96	96
97	97
98	98
99	99
100	100

When a Contractor's total weighted rating contains a fraction of a point, the Contractor will receive a pro-rated award fee. I.e. a score of 90.5 equates to a percentage of somewhere between 80 and 83 as shown above. The .5 of the 90.5 score is applied to the difference between 80 and 83 or $.5 \times 2 = 1.0$. The 1.0 is then added to the 85 percentile for an award fee percentage of 86.0.

**H.10 952.000-4115 I CONTRACTOR PERFORMANCE EVALUATION REPORT FOR AWARD FEE
(ALL PERIODS)**

Category Criteria	Ratings	Weighting Factors	Efficiency Rating
A. Quality or Product or Service/ Safety	_____	x 35%	_____
B Schedule	_____	x 20%	_____
C Cost Control	_____	x 20%	_____
D Business Relations	_____	x 15%	_____
E. Management of Key Personnel	_____	x 10%	_____
TOTAL WEIGHTED RATING			_____

H.11 52.000-4116 PROVISIONS ON CONTRACTING OFFICER'S AUTHORITY

The contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

H.12 52.000-4118 ACCIDENT PREVENTION PLAN

a. The Offeror shall furnish an Accident Prevention plan with his proposal.

b. Additionally, the following data are available for review by prospective Offerors at the respective field project office and will be used by the offeror in the preparation of an Accident Prevention Plan.

(1) SAD form 1666-R - Safety Inspection Check List for Mobile Construction Equipment.

(2) Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 (latest edition).

(3) SAD Form 1437-R, Safety Survey Check List for Floating Plant.

(4) Booklet, Safety Requirements for Clearing Operations, U.S.E.D., Mobile.
SEE ATTACHED GUIDE FOR PREPARATION OF YOUR ACCIDENT PREVENTION PLAN.

H.13 52.000-4120**CONTRACTOR'S PURCHASING SYSTEM**

The Contractor shall maintain a purchasing system which will assure efficiency in expending Government funds. The Federal Acquisition Regulation (FAR) shall be used as a guide in establishing purchasing procedures and standards commensurate with the policies and techniques contained therein. The Contractor shall afford Small Business concerns an equitable opportunity to compete for all contracts they can perform. The Contractor's purchasing system is subject to review and approval by the Contracting Officer. Title to all property acquired by the Contractor in this manner shall inure to the Government for which it was purchased upon receipt by the Contractor.

H.14 52.000-4121**GOVERNMENT FACILITIES AND EQUIPMENT**

a. Government facilities and equipment may be used by the Contractor in his performance under the terms of this contract if available. When approved, the Government will furnish such additional facilities or equipment or arrangements will be made with the Contractor to furnish like facilities and equipment in compliance with the Statement of Work. The Government will replace all non-expendable items which, by virtue of fair wear and tear, obsolescence and /or damage, are no longer considered serviceable, provided the damage is not due to Contractor negligence.

b. The Contracting Officer or Authorized Representative of the Contracting Officer, in accordance with the terms of the contract, is authorized to increase or decrease the issue of non-expendable and durable property to the Contractor as Government furnished property. A copy of the hand-receipt or other appropriate listing will be used as the approval document and will become a part of the contract, and is incorporated therein by reference.

H.15 52.000-4122**REPAIR OF GOVERNMENT PROPERTY DAMAGED BY THE CONTRACTOR**

The liability for repair of damaged Government property shall be governed by the terms of the "Government Property" clause set forth in Section I, Contract Clauses. In those instances where the Contracting Officer determines that in equitable adjustment in the contract price is appropriate for the repair of damaged Government-furnished property, the cost of such repair/restoration shall be subject to negotiation between the Contracting Officer and the Contractors, provided, however, that where the damage is caused by the Contractor, the ultimate remuneration negotiated will be limited to actual cost incurred, excluding profit.

H.16 52.000-4123**GOVERNMENT FURNISHED PROPERTY**

a. In accordance with the Contract Clause entitled "Government Property (Cost Reimbursement, Time-And-Materials, or Labor-Hour Contracts)", the property listed in Section C Scope-of Work, page(s) C-32 thru C-39 entitled "GOVERNMENT FURNISHED EQUIPMENT" shall be provided for use in the performance of this contract.

b. The Contracting Officer or Authorized Representative of the Contracting Officer, in accordance with the terms of the contract, is authorized to increase or decrease the issue of non-expendable and durable property to the Contractor as Government furnished property. A copy of the hand-receipt or other appropriate listing will be used as the approval document and will become a part of the contract, and is incorporated therein by reference.

c. Certain vehicles will be furnished to the Corps by the General Services Administration (GSA). The GSA vehicles will be considered to be Government-Furnished Equipment. The Contractor will be required to maintain separate maintenance records for these GSA vehicles. The vehicles may be distinguishable as Corps or GSA by their car tag. Maintenance for GSA vehicles will be as directed and/or approved by GSA. Contractors will schedule preventative maintenance as required by GSA. All maintenance and/or repairs in excess of \$100.00, whether scheduled or unscheduled, whether emergency or non-emergency, will be as approved by GSA before any costs are incurred. Instructions for obtaining GSA approval will be provided to the Contractor by the Authorized Representative of the Contracting Officer.

d. The Contractor will continue to be paid for all work performed on subject contract (whether vehicle maintenance is for GSA vehicles or Corps vehicles) under the present terms of the contract and Part 31 of the Federal Acquisition Regulations.

e. The Contractor will bill the GSA credit card company for all work performed and all fuel provided for GSA vehicles in accordance with instructions from GSA and/or their credit card company. The credit card company will issue the Contractor payment for fuel and approved work on GSA vehicles. On the first monthly billing following receipt of payment from GSA's credit card company, the contractor will credit the Corps, from the invoice total direct cost, for the full amount of all receipts from the credit card company. Contractor's records will reflect all work performed on GSA vehicles, the amounts billed to the credit card company, the amounts received, and the credits given the Corps on monthly invoices.

H.17 52.000-4124 FOB DESTINATION

All work shall be accomplished on site and all materials to be furnished by the Contractor shall be delivered to the Government site of the work.

H.18 52.000-4125 HOURS OF SITE WORK

Generally, unless otherwise specifically required, the Contractor shall perform site work during the normal duty hours of the Operations Manager's Office. Normal duty hours are 07:30 AM to 4:00 PM local time. If the Contractor desires to perform site work after hours, or on weekends or holidays, a written request will be submitted to the Contracting Officer 72 hours in advance of each occurrence.

H.19 52.000-4126**TECHNICAL DIRECTION**

- a. Technical Direction under this contract will be given to the Contractor by the Technical Representative of the Contracting Officer. Technical direction is defined as that process by which the Contractor receives guidance and approvals in his technical effort as it relates to an element of work or task solely within the existing requirements of the contract as a result of technical review of the Contractor's work by the Corps of Engineers project personnel.
- b. Notwithstanding any of the provisions contained herein or elsewhere in this contract, the Corps of Engineers project personnel are not authorized to direct the Contractor in any manner changing the requirements of the contract. The Contracting Officer shall be the only individual authorized to redirect the effort or in any way amend any of the terms of this contract. Such redirection or amendment of contract terms shall be accomplished by issuance of change orders or supplemental agreements to this contract signed by the Contracting Officer.

H.20 52.000-4127**INCORPORATION OF REFERENCED DOCUMENTS**

All specifications, exhibits, drawings and/or other documents which are referenced in this contract but are not attached hereto, are hereby incorporated herein by reference.

H.21 52.000-4008**APPLICABLE WAGE RATES**

- a. This contract is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting or repair work. Contract installation support requirements, such as custodial and grass cutting services are subject to the Service Contract Act (SCA). Apply SCA clauses and minimum wage and fringe benefit requirements to all contract services for such maintenance and support work. Contract services covering construction, alteration, renovation, painting, and repair requirements (i.e. roof shingling, paving repairs, building structural repair, etc.) are subject to the Davis Bacon Act (DBA). Apply DBA clauses and minimum wage requirements to all contract services for construction, alteration, renovation, painting, or repairs to buildings or other works.
- b. Some contract work may be characterized as either DBA painting/repairs or SCA maintenance. In those instances where the contract service requires construction trade skills (i.e. carpenter, plumber, painter, etc.) but it is unclear whether the work required is SCA maintenance or DBA painting/repairs, apply the following rules--
- (1) Tasks which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the DBA.
 - (2) Tasks which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the SCA.

(3) Painting work of 200 square feet or more to be performed under a task shall be considered to be subject to the DBA regardless of the total work-hours required.

c. Work tasks shall not be split to avoid application of the DBA. The determination of labor standards application shall be made before work begins on any such task.

H.22 52.999-4016 YEAR 2000 COMPLIANT

All information technology acquired by the Military Departments and Department of Defense Agencies shall be "Year 2000 Compliant". "Year 2000 compliant" means, information technology that accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

H.23 52.999-4002 EMERGENCY SERVICES

The Contractor will be responsible for mobilizing his work force, Government-furnished equipment, supplies, and fuel to any designated area within the Mobile District, or an area assigned to the Mobile District, for the purpose of supporting emergency operations. The Contractor will be reimbursed in accordance with the clauses within the contract, and the Joint Travel Regulation (for travel expenses). The Contractor will mobilize only at the direction of the Contracting Officer.

H.24 52.000-4117 I QUALITY CONTROL

The Contractor will establish a comprehensive quality control program in accordance with contract clause entitled "Inspection of Services". A formal Quality Control Plan shall be submitted with the proposal. This plan should discuss in detail the proposed Quality Control Program to be used to assure compliance with the contract specifications and the offeror's proposal. The Quality Control Plan should consist of an outline describing the quality control concepts, purpose, and general program overview. Discuss the methods to be utilized to ensure that the program is effective and efficient. Provide a list of all quality control personnel and include their responsibilities, authorities and position relative to the organization chart. Describe the inspection program to be utilized to ensure quality control goals are met. Include the frequency, inspection method, and schedule for each lock, dam and other project facilities and plant. Describe how corrective measures will be applied. Describe the interaction and coordination efforts that should occur between Quality Control and Government Quality Assurance Personnel. The Quality Control Plan will be in sufficient detail to assure the Government that the Contractor is cognizant of the contract requirements and satisfies all performance requirements. In addition to the above, the Quality Control Plan should establish methods of control for the following areas:

a. Timely indoctrination and training of personnel.

- b. Employee performance and evaluation of this performance.
- c. Identification of decline in quality of performance.
- d. Corrective action to restore substandard performance and correct deficiencies.
- e. Assurance of employee knowledge of work assignment, regulations pertaining thereto or affecting his work, such as fire reporting, safety, erosion of embankments, etc.
- f. Employee health and hygiene.
- g. Security of facilities and equipment (including key control)
- h. Maintenance of facilities and equipment
- i. Proper reporting by contractor employees of maintenance needs
- j. Preparation and submission of required reports to both, the Government technical and contracting personnel.

H.25 52.0000-4721 Calculation of Wage Rates Increases

The contractor is reminded he must comply with Service Contract Act and specific wages will be negotiated at the beginning of each Option Year pursuant to revised DOL Wage Rate Decisions. No changes to wages will be made for professional or executive employees unless the contractor has proposed such yearly increases in his proposal. Increases resulting from revised DOL Wage Determinations will not be subject to G&A, overhead, profit, base and award fees pursuant to FAR 52.222-43 Para.(e). Other proposed increases such as bonuses and cost of living increases will not be considered if not included in your accepted proposal.

H.26 52.000-4722 Accrued Vacation Expense

In accordance with Generally Accepted Accounting Principles (GAAP) vacation expenses for employees shall be expensed when the liability is incurred. Entitlement to the employee occurs when the vacation is earned.

H.27 52-000-472 Automated Information System (AIS)

In accordance with AR 380-19, Contractors shall obtain favorable back-ground investigations (BI) for employees requiring access databases/systems under Federal Automated Information Systems, designated as "Sensitive, but Unclassified" (SBU). The Contractor shall ensure employees needing this access complete a Standard Form 85P "Application for Public Trust" and submit it to the Defense Security Service (DSS) within six months of award. A copy of the BI application shall be provided to the COR within 10 days after submission. The application may be submitted via the internet at <http://www.dss.mil/index.htm>. The toll free number is 1-888-282-7682. The results of the investigation shall be sent to:

U.S.A.E.D., Mobile
P.O. Box 2288
Attn: Ruthel McCormick
Mobile, AL 36628-0001

H.28 Award-Term Contracting

A. The ordering period for this contract is 2 years from the date of award. However, based on the Contractor's performance, the ordering period may be extended to no more than 10 years or reduced to no less than 2 years from the date of award. All contract extensions shall be dependent upon a continuing need for the services and upon availability of funds. Evaluation of the Contractor's performance will begin on the date of award and will continue throughout the life of the contract; however, extensions or reductions to the contract ordering period will not start until the second year. Extension and/or reduction decisions will be made as follows:

A.1 If the Contractor earns a combined total of at least 80 award-term points for the evaluations of the first year of the contract ordering period, the Contractor earns the third year to the contract ordering period. If, however, the Contractor earns less than 80 award-term points for the evaluations of the first year of the contract ordering period, the contract ordering period shall be reduced from 5 years to 2 years.

A.2 If the Contractor earns a total of at least 82 award-term points for the evaluations of the second year of the contract ordering period, the Contractor earns the fourth year to the contract ordering period. If, however, the Contractor earns less than 82 award-term points for the evaluations of the second year of the contract ordering period, the contract ordering period shall be reduced from 5 years to 3 years.

A.3 If the Contractor earns a total of at least 84 award-term points for the evaluations of the third year of the contract ordering period, the Contractor earns the fifth year to the contract ordering period. If, however, the Contractor earns less than 84 award-term points for the evaluations of the third year of the contract ordering period, the contract ordering period shall be reduced from 5 years to 4 years.

A.4 If the Contractor earns a total of at least 86 award-term points for the evaluations of the fourth year of the contract ordering period, the Contractor earns no extensions of the contract ordering periods but does earn the right to further consideration for extensions. If, however, the Contractor earns less than 86 award-term points for the evaluations of the fourth year, the Contract shall be allowed to expire at the end of the 5-year ordering period.

A.5 If the Contractor earns at least 86 award-term points for the evaluation of the fifth year of the contract ordering period, the Contractor earns a one-year extension to the contract ordering period.

A.6 For each subsequent year in which the Contractor earns at least 86 award-term points for the evaluation of that year of the contract ordering period, the Contractor earns a one-year extension of the contract ordering period until the contract reaches its 10-year maximum.

B. Evaluations: Award-term evaluations will be conducted in accordance with the Award-Term Exhibit 2 and 3 attached to Section J of this contract.

C. Disputes. Decisions regarding the award-term, including -- but not limited to -- the methodology used to calculate the award-term; calculation of the award-term; the Contractor's entitlement to the award-term; and the nature and success of the Contractor's performance, are made by the Contracting Officer. These decisions are final and are not subject to dispute.

END OF SECTION H

SECTION I
INDEX OF CLAUSES

Pages I-1 THROUGH I-4)

I.1	52-202-0001	DEFINITIONS (OCT 1995)	I-5
I.2	52-000-4199	BOARD OF CONTRACT APPEALS	I-6
I.3	52-201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)	I-7
I.4	52.203-0003	GRATUITIES (APR 1984)	I-7
I.5	52.203-0005	COVENANT AGAINST CONTINGENT FEES (APR 1984)	I-7
I.6	52.203-0006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	I-8
I.7	52-203-0007	ANTI-KICKBACK PROCEDURES (JUL 1995)	I-8
I.8	52.203-0008	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-10
I.9	52.203-0010	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-10
I.10	52.203-0012	LIMITATION ON PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)	I-11
I.11	52.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1997)	I-15
I.12	52.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)	I-16
I.13	52-204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 19992)	I-17
I.14	52.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)	I-17
I.15	52.209-0006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR DEBARRED, SUSPENDED , OR PROPOSED FOR DEBARMENT (JUL 1995)	I-18
I.16	52.211-0005	MATERIAL REQUIREMENTS (OCT 1997)	I-18
I.17	52.215-0002	AUDIT AND RECORDS-NEGOTIATION (JUN 1999)	I-19
I.18	52.215-0008	ORDER OF PRECEDENCE-UNIFORM CONTRCT FORMAT (OCT 1997)	I-20
I.19	52.215-0010	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)	I-21
I.20	52.215-0012	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	I-22
I.21	52.215-0014	INTEGRITY OF UNIT PRICES (OCT 1997)	I-22
I.22	52.215-0021	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997)	I-23
I.23	52.215.7000	PRICING ADJUSTMENTS (DEC 1991)	I-24
I.24	52.216-0007	ALLOWABLE COST AND PAYMENT (APR 1998)	I-24
I.25	Deleted		

I.26	52.219-0006	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (JUL 1996)	I-27
I.27	52.219-0008	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)	I-28
I.28	52.219-0014	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	I-29
I.29	52.222-0001	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	I-29
I.30	52.222-0002	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	I-29
I.31	52.222-0003	CONVICT LABOR (AUG 1996)	I-30
I.32	52.222-0004	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 1995)	I-30
I.33	52.222-0006	DAVIS-BACON ACT (FEB 1995)	I-32
I.34	52.222-0007	WITHHOLDING OF FUNDS (FEB 1988)	I-33
I.35	52.222-0008	PAYROLLS AND BASIC RECORDS (FEB 1988)	I-34
I.36	52.222-0009	APPRENTICES AND TRAINEES (FEB 1988)	I-35
I.37	52.222-0010	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	I-36
I.38	52.222-0011	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)	I-36
I.39	52.222-0012	CONTRACT TERMINATION-DEBARMENT (FEB 1988)	I-37
I.40	52.222-0013	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)	I-37
I.41	52.222-0014	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	I-37
I.42	52.222-0015	CERTIFICATION OF ELIGIBILITY (FEB 1988)	I-37
I.43	52.222.0024	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)	I-38
I.44	52.222-0026	EQUAL OPPORTUNITY (FEB 1999)	I-38
I.45	52.222-0035	AFFIRMATIVE ACTION FOR DISABLED VETERANS OF THE VIETNAM ERA (APR 1998)	I-40
I.46	52.222-0036	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	I-41
I.47	52.222-0037	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)	I-43
I.48	52.222-0041	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1999)	I-43
I.49	52.223-0002	CLEAN AIR AND WATER (APR 1984)	I-50
I.50	52.223-0003	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)	I-51
I.51	52.223-0005	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)	I-52
I.52	52.223-0006	DRUG-FREE WORKPLACE (JAN 1997)	I-52
I.53	52.223-0010	WASTE REDUCTION PROGRAM (OCT 1997)	I-54

I.54	52.223-0011	OZONE-DEPLETING SUBSTANCES (JUN 1996)	I-54
I.55	52.223-0012	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	I-54
I.56	52.223-0014	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)	I-55
I.57	52.223-7001	HAZARD WARNING LABELS (DEC 1991)	I-56
I.58	52.223-7004	DRUG-FREE WORK FORCE (SEP 1988)	I-56
I.59	52.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)	I-58
I.60	52.225-0011	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)	I-58
I.61	52.000-4641	(FAR 225-11) PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS TRAFFICKERS	I-58
I.62	52.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)	I-59
I.63	52.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)	I-60
I.64	52.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)	I-60
I.65	52.227-0002	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)	I-60
I.66	52.228-0007	INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)	I-61
I.67	52.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)	I-62
I.68	52.232-0008	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)	I-62
I.69	52.232-0017	INTEREST (JUN 1996)	I-63
I.70	52.232-0023	ASSIGNMENT OF CLAIMS (JAN 1986)	I-63
I.71	52.232-0033	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	I-64
I.72	52.999-4020	PROMPT PAYMENT (MAR 1994) FAR 52.232-25	I-66
I.73	52.233-0001	DISPUTES (DEC 1998)	I-69
I.74	52.233-0002	SERVICE OF PROTEST	I-70
I.75	52.233-0003	I PROTEST AFTER AWARD (AUG 1996)-ALTERNATE I (JUN 1985)	I-71
I.76	52.236-0013	ACCIDENT PREVENTION (NOV 1991)	I-72
I.77	52.237-0002	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	I-72
I.78	52.237-0003	CONTINUITY OF SERVICES (JAN 1991)	I-73
I.79	52.242-0001	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	I-73
I.80	52.242-0015	I STOP-WORK ORDER (AUG 1989)-ALTERNATE II (APR 1984)	I-74
I.81	52.242-7000	POSTAWARD CONFERENCE (DEC 1991)	I-74
I.82	52.243-0002	II CHANGES-COST REIMBURSEMENT (AUG 1987)-ALTERNATE II (APR 1984)	I-74

I.83	52.244-0002	I	SUBCONTRACTS (AUG 1998)—ALTERNATE I (AUG 1998)	I-75
I.84	52.244-0005		COMPETITION IN SUBCONTRACTING (DEC 1996)	I-77
I.85	52.244-0006		SUBCONTRACT FOR COMMERICAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)	I-77
I.86	52.245-0005	D	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)—DEVIATION (JUL 1995)	I-78
I.87	52.247-7023		TRANSPORTATION OF SUYPPLIES BY SEA (NOV 1995)	I-83
I.88	52.247-7024		NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)	I-85
I.89	52.248-0001	III	VALUE ENGINEERING (MAR 1989)—ALTERNATE III (APR 1984)	I-85
I.90	52.249-0006		TERMINATION (COST-REIMBURSEMENT) (SEP 1996)	I-90
I.91	52.249-0014		EXCUSABLE DELAYS (APR 1984)	I-94
I.92	52.232-22		LIMITATION OF FUNDS (APR 1984)	I-94

SECTION I
CONTRACT CLAUSES

I.1 52.202-0001 DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for non-governmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs

(c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements.

"Minor" modifications means modifications that do not significantly alter the non-governmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Non-developmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

I.2 952.000-4199 BOARD OF CONTRACT APPEALS

The agency board of contract appeals having jurisdiction over all appeals from final decisions of the Contracting Officer under the Contract Disputes Act of 1978 is the Armed Services Board of Contract Appeals, Skyline Six, 5109 Leesburg Pike, 7TH Floor, Falls Church, Virginia 22041.#

I.3 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

I.4 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 7-104.16 1952 MAR)

I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose

of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

(R 7-103.20 1958 JAN)

(R 1-1.503)

(R 1-7.102-18)

I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

I.7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of

obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision

(c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

I.8 52.203-8

**CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.9 52.203-10

**PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph

(a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.11 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DOD" means any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DOD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DOD is prohibited from serving--

(1) In a management or supervisory capacity on any DOD contract or first-tier subcontract;

(2) On the board of directors of any DOD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DOD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DOD contractor or subcontractor with regard to any DOD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DOD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

I.12 52.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DOD) contracts, DOD Hotline Posters prepared by the DOD Office of the Inspector

General.

(b) DOD Hotline Posters may be obtained from the DOD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

I.13 52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

I.14 52.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

I.15 52.209-6

**PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (JUL 1995)**

(a) The Government suspends or debars Contractors to protect the Government's interest. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Non-procurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

I.16 52.211-5

MATERIAL REQUIREMENTS (OCT 1997)

(a) Definitions.

As used in this clause--

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, shall not be used unless the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

I.17 52.215-2

AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

(1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and

(2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

I.18 52.215-8

ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

(End of clause)

I.20 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

(End of clause)

I.21 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

I.22 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for non-priced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I.23 52.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data--Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data--Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

I.24 52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments that have been paid by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes: Provided, That the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.25 Deleted

I.26 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(a) It is the policy of the United States that small business concerns, HUB Zone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUB Zone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUB Zone small business concern means a small business concern that appears on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUB Zone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women. (End of clause)

I.28 52.219-14

LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.29 52.222-1

NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

I.30 52.222-2

PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 1.5 times the applicable wage determination within an 8 hour day or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multiple shift operations or by employing additional personnel.

(End of clause)

I.31 52.222-3

CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

I.32 52.222-4

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (JUL 1995)**

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000, the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting

Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

I.34 52.222-7

WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3;

and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

I.36 52.222-9

APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of

Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

I.37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

I.38 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as

the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

I.39 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

I.40 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

I.41 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

(End of clause)

I.42 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

**I.43 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

I.44 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,

(i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.46 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices

such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Non-compliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.47 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

I.48 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive, to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work-site. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act--
 - (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

- (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work-site during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements

for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices,

student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeymen classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their

representatives.

(End of clause)

I.49 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)). "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharge by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

(R 7-103.29 1975 OCT)(R 1-1.2304)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or data acquired from other sources. (End of clause)

I.51 52.223-5

**POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

I.52 52.223-6

DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

I.53 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)

(a) Definition. "Waste reduction," as used in this clause, means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 12873, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. Any such program shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) and implementing regulations.

(End of clause)

I.54 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) __*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----

* The Contractor shall insert the name of the substance(s).

I.55 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

I.57 52.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Material (if none, insert "none.")	Act
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I.58 52.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to

implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(d) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

**I.59 52.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND
HAZARDOUS MATERIALS (APR 1993)**

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602)(40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DOD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DOD-owned toxic or hazardous materials on a DOD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

I.60 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

**I.61 52.000.4641 PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS
OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS
TRAFFICKERS**

Pursuant to Executive Order 12978 entitled "Blocking Assets and Prohibiting Transactions with Significant Narcotic Traffickers" dated October 21, 1995, the offeror certifies that it has not and will not be involved in business transactions with individuals or business entities designated as significant narcotics traffickers under this Executive Order. For a current listing of specially designated nationals and blocked persons, contact the Office of Foreign Assets Control, Department of the Treasury, Washington, DC 22201; telephone 202/622-2420.

(End of clause)

I.62 52.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions. As used in this clause--

(1) "Components" means those articles, materials, and supplies directly incorporated into end products.

(2) "Domestic end product" means--

(i) An un-manufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class

or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) "Non-qualifying country end product" means an end product that is neither a domestic end product nor a qualifying country end product.

(5) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(7) "Qualifying country end product" means--

(i) An un-manufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of non-qualifying country end products, and products manufactured in the United States that contain non-qualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each non-qualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

(End of clause)

I.63 52.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

I.64 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

I.65 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

I.66 52.228-7

INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a

contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

I.67 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

I.68 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.69 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing. (End of clause)

I.71 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat, meat food products, or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Re-negotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods

prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor--

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments,

progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.73 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I.74 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S.A.E.D. Mobile
P.O. Box 2288
Attn: Ms. Toni S. Carney, Contracting Officer
Mobile, AL 36628-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the in-currence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or mis-certification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I.76 52.236-13

ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

I.77 52.237-2

**PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT,
AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause) (R 7-104.63 1968 FEB)

I.78 52.237-3

CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

I.79 52.242-1

NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for in-currence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

(End of clause)

(R 7-203.35 1978 AUG)

I.80 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the in-currence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

I.81 52.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(End of clause)

I.82 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its rights to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and

(d) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

(R 7-1909.2 1971 NOV)

(R 7-103.2 1958 JAN)

(R 1-7.102-2)

I.83 52.244-2 I SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR). Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on un-priced contract actions (including un-priced modifications or un-priced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor hour type;
or (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

I.84 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

I.85 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. App. 1241) (flow-down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.86 52.245-5 D GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)-DEVIATION (JUL 1995)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(1) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I.87 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DOD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensation delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total.....			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

**I.88 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
(NOV 1995)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

I.89 52.248-1 III VALUE ENGINEERING (MAR 1989)--ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price re-determination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and
(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;
(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If

the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

Contract Type	Sharing Arrangement			
	Incentive (voluntary)		Program requirement (mandatory)	
	Instant contract rate	Concurrent and future contract rate	Instant contract rate	Concurrent and future contract rate
Fixed-price (other than incentive)	50	50	25	25
Incentive (fixed-price or cost)	+	50	+	25
Cost-reimbursement (other than incentive)++	25	25	15	15

+Same sharing arrangement as the contract's profit or fee adjustment formula.

++Includes cost-plus-award-fee contracts.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

I.90 52.249-6

TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and

at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonable necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f) or (h) above or paragraph (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All un-liquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

I.91 52.249-14**EXCUSABLE DELAYS (APR 1984)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

(R 7-203.11 1969 AUG)

I.92 52.232-22**LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted

to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equal to the percentage of completion of the work contemplated by this contract.

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

1. Exhibit (A) through (D), 75 pages.
2. Exhibit (E) Applicable Labor Rates, Number 94-2133, REV. 20, dated 5/31/01, pages 1-19.
3. Award-Term Evaluation Schedule and Eligibility Requirements, Annex 2-1 thru 2-3
4. Evaluation Criteria and Grading Table, Annex 3-1 & 3-2

End of section J

INDEX OF CLAUSES
SECTION K

K.0	INDEX		
K.1	52.000-4010	AFFILIATED BIDDERS (APR 1984) FAR 52.214-17	K-1
K.2	52.000-4011	DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM	K-1
K.3	52.000-4162	Deleted	
K.4	52.203-0011	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	K-2
K.5	52.204-0003	TAXPAYER IDENTIFICATION (OCT 1998)	K-2
K.6	52.209-0005	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)	K-4
K.7	52.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	K-5
K.8	52.214-0004	FALSE STATEMENTS IN BIDS (APR 1984)	K-6
K.9	52.219-0001	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) —ALTERNATE I	K-6
K.10	52.222-0021	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	K-7
K.11	52.222-0022	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	K-8
K.12	52.222-0025	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	K-8
K.13	52.223-0001	CLEAN AIR AND WATER CERTIFICATION (APR 1994)	K-8
K.14	52.223-0013	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)	K-9
K.15	52.225-7000	BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)	K-9
K.16	52.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)	K-10
K.17	52.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)	K-11
K.18	52.000-4215	REMITTANCE ADDRESS	K-11
K.19	52.214-0016	MINIMUM BID ACCEPTANCE PERIOD (APR 1994)	K-11
K.20	52.230-0001	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)	K-12

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.000-4010 AFFILIATED BIDDERS (APR 1984) FAR 52.214-17

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(b) Each bidder shall submit with its bid an affidavit stating that it has no affiliates, or containing the following information.

(1) The names and addresses of all affiliates of the bidder.

(2) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of its affiliates, and whether they exercise such control or ownership as common officers, directors, stockholders, holding controlling interest, or otherwise.

Please check when applicable:

_____ The offeror certifies that it has no affiliates.

_____ The offeror certifies that it is affiliated with the concerns designated on an attached affidavit.

K.2 52.000-4011 DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

The offeror's DUNS number is _____.

The Duns and Bradstreet Data Universal Numbering System (DUNS) is a contractor identification coding system which is essential for contract reporting requirements. If the offeror does not have a DUNS number, please call Dunn and Bradstreet at 1-800-333-0505. For additional instructions, see the paragraph entitled "Contractor Identification Number--DUNS Number" FAR 52.204-6 in Section 00100 of this solicitation.

(End of provision)

K.3 Deleted

K.4 52.203-11

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.5 52.204-3

TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.7 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)**

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest;
and

(2) A description of the significant interest held by each government.

(End of provision)

K.8 52.214-4

FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 2-201(b)(xiii))

(R 1-2.201(a)(11))

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$20 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.10 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.12 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(R 7-2003.14(b) 1979 SEP)

(R 1-12.805-4)

K.13 52.223-1

CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /_/ is not /_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

(AV 7-2003.71 1977 JUN)

(AV 1-1.2302-1)

K.14 52.223-13

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life

of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/___/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/___/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/___/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/___/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

/___/ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K.15 52.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line item No.	Country of origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line item No.	Country of origin (If known)
_____	_____
_____	_____
_____	_____

(End of provision)

K.16 52.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K.17 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the

performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K.18 52.247-7022 REMITTANCE ADDRESS

If the remittance address for the bidder/offeror is different from the mailing address indicated on the bidding documents, please complete the block below:

COMPANY NAME: _____

REMITTANCE ADDRESS: _____

K.19 52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 days calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of provision)

(R 2-201(a) Sec. L(xvii) (A) and (B) 1975 MAR)

(R 2-201(b)(xii)(B) 1975 MAR)

(R 1-2.201(a)(15))

K.20 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/_/ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/_/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices

disclosed in the applicable disclosure statement.

/_/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with the 48 CFR 9903.202-1 the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single

CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(End of provision)

END OF SECTION K

INDEX OF CLAUSES
SECTION L

L.1	52-252-0001	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	L-1
L.2	52.000-4200	ISSUING OFFICE	L-1
L.3	52.000-4017	INQUIRIES BY PROSPECTIVE BIDDERS	L-1
L.4	52.232-0018	AVAILABILITY OF FUNDS (APR 1984)	L-1
L.5	52.000-4022	RETENTION	L-2
L.6	52.000-4129	CONTEMPLATED CONTRACT	L-2
L.7	52.000-4133	PRE-POSPOSAL CONFERENCE	L-3
L.8	52.000-4164	PROPOSAL PREPARATION INSTRUCTIONS	L-3
L.9	52.204-0006	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	L-6
L.10	52.215-0001	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (OCT 1997)	L-6
L.11	52.216-0001	TYPE OF CONTRACT (APR 1984)	L-10
L.12	52.233-0002	SERVICE OF PROTEST (AUG 1996)	L-10
L.13	52.237-0001	SITE VISIT (APR 1984)	L-11
L.14	52.999-4007	CLARIFICATION OF TERMINOLOGY	L-11
L.15	52.215-0020	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)	L-11
L.16	52.999-4221	CERTIFICATE OF CURRENT COST OR PRICING DATA	L-12
L.17	52.999-4222	REQUIRED CERTIFICATE	L-12
L.18	52.000-4088	MULTIPLE BIDS/PROPOSALS	L-13
L.19	52.000-4035	JOINT VENTURE BID REQUIREMENTS	L-13

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
(End of provision)

L.2 52.0000-4200 ISSUING OFFICE

THE ISSUING OFFICE IS THE US ARMY ENGINEER DISTRICT, MOBILE
Delivery Address: 109 St. Joseph St.,
Federal Building, Room 6018,
Mobile, AL 36602
Mailing Address: P.O. Box 2288, Mobile, AL 36628-0001

L.3 52.000-4017 INQUIRIES BY PROSPECTIVE BIDDERS

All questions of a technical and/or contractual nature regarding this Solicitation should be directed in writing to: Mobile District, Corps of Engineers, ATTN: CESAM-CT-S, M. Curtis Stracener, P.O. Box 2288, Mobile, Alabama 36628-0001.

L.4 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)
(SS 7-104.91(a) 1962 SEP)

L.5 52.000-4022**RETENTION**

Proposals submitted in response to this Request for Proposals will not be returned, but will be retained by the U.S. Army, Corps of Engineers for its official record.

L.6 52.000-4129**CONTEMPLATED CONTRACT**

It is contemplated that one Cost Plus Award Fee (CPAF) Contract will be awarded to the offeror submitting the proposal which, in the opinion of the Contracting Officer, will be to the best advantage of the Government, overall factors being considered. Reimbursement will be for actual costs allowed in accordance with Section 15 of FAR. The ingredients of a Cost Plus Award Fee (CPAF) Contract arrangement are:

- An estimated cost
- A base fee
- An award fee
- A maximum fee
- The performance criteria

(a) The estimated cost is the Contractor's best estimate of anticipated total cost for performance of the work as set forth herein. The main functions of the estimated cost are:

- (1) to provide a goal for internal management.
- (2) to provide a basis for funding the contract.

(b) The base fee is designed to compensate the Contractor for profit evaluation factors such as risk, investment and nature of work to be performed, but in an amount commensurate with the level or quality of performance categorized as minimum acceptable. The base fee under a CPAF arrangement is subject to FAR (Federal Acquisition Regulations) limitations not to exceed 3 percent of the estimated cost of the contract, exclusive of the fee, but can be a zero fee or a negative fee.

(c) The award fee represents the amount available to reward the Contractor for performance above minimum acceptable levels. The award fee is designed to provide an incentive for excellence in contract performance in the areas described by the evaluation criteria. Award fee adjustments are limited to increases from base fee to maximum fee. Depending on actual performance as evaluated against the criteria, Contractor may earn all, part, or none of the amount available.

(d) The maximum fee is the sum of base fee and award fee and is subject to FAR limitations not to exceed 10 percent of the estimated cost of the contract exclusive of the fee.

(e) The performance criteria against which the Contractor's performance will be evaluated is set forth in Section H herein, and is subject to revision as contract work progresses.

L.7 52.000-4133**PRE-PROPOSAL CONFERENCE**

a. A pre-proposal conference will be conducted at the:

Lake Sidney Lanier Project Management Office, 1050 Buford Dam Rd., Buford, GA.
call 770/945-9531 for directions to site. DATE: 31 July 2001 TIME: 09:30 AM and
all interested offeror(s) are urged to attend. During this conference, the
requirements set forth in the solicitation will be reviewed and discussed,
with part of the conference to include a question and answer period. Tour
of the site will follow the conference. The duration of the conference and
tour will be approximately one (1) day.

b. It is requested that a representative of each offeror attend the
pre-proposal conference. Number of attendees is limited to four from each
firm. Names of individuals from each company who will attend the
conference should reach the following addressee no later than five (5)
working days prior to the conference.

Mobile District, Corps of Engineers
ATTN: CESAM-CT-S (Curtis)
P.O. Box 2288
Mobile, Al 36628-0001 FAX (334) 441-5765

L.8 52.000-4164**PROPOSAL PREPARATION INSTRUCTIONS****A. Proposal Format**

(1) Dimensions of the paper: 8 by 10 1/2 or 8 1/2 by 11 inches excluding
fold-out charts and drawings which are not to exceed 36 inches in length.

(2) Typing format:

(a) Both sides of sheet permitted.

(b) Double space.

(3) Type of binding: Not permanently bound

(4) The proposals shall be divided into three separate volumes; delivered
in the quantities as follows:

* Volume I ---Technical Proposal- Original and 6 copies

* Volume II ---Management Proposal - Original and 6 copies

* Volume III ---Cost Proposal - Original and 2 copies, Section "K" and SF33.

(5) Dollar values will not be included in Volumes I or II so that
evaluation may be made without regard to costs.

B. Volume I - Technical Proposal

The Technical Proposal must be specific and complete and must contain, as a
minimum, the information specified below:

(1) Provide a discussion of the approach to the overall tasks to be
accomplished. Display your understanding of the requirements. Set forth
your approach to the tasks in the Statement of Work (SOW). Explain why the
approach has been selected and why you are qualified to perform the tasks
included in the SOW. Address those elements which you feel are most
important and discuss those which appear the most difficult to accomplish.

The proposal must not merely offer to perform in accordance with the SOW
and its annexes, but it must clearly establish your capability to do so.

(2) The proposal will be organized according to the proposed tasks of the
SOW and all technical discussion will be clearly task related and oriented.
Do this in a positive way, by a chart or table or marginal reference.

(3) In addition to a discussion of the approach to the overall tasks or requirements, provide a detailed approach to the individual tasks emphasizing the rationale for the approach selected and why the selection should solve or satisfy the requirements. The discussion should include details down to the subtask level. Include specific statements concerning any interpretations, assumptions, deviations, or exceptions of or to the Statement of Work.

(4) Provide a tabulation of manpower to be assigned to each task by technical discipline as well as a breakdown of the manhours to be devoted to each task. Also, include a summary schedule which shows the accomplishment of tasks in monthly increments with the number of manhours required. Where the project/approach involves interrelated tasks or phases, prepare a separate chart which shows these relationships on a time-phased basis.

(5) Identify and define all interfaces and trade-off(s). Explain what alternate approaches were considered as applicable to the satisfaction of the overall requirement. The advantages and disadvantages of these approaches will be included.

C. Volume II - Management Proposal

The Management Proposal must be specific and complete and must contain, as a minimum, the information specified below:

(1) A discussion of how manpower and other resources will be organized to perform the tasks of the SOW and how this group relates to corporate or equivalent organizational structure. Organization charts are desirable. Describe how management control is exercised and what responsibility is assigned to each key individual. Identify these key personnel and provide an estimate of the percentage of their time which will be devoted to this procurement.

(2) Provide a tabulation of the manpower to be assigned to each task by technical discipline.

(3) In addition to the identity of key personnel, provide a brief but pertinent summary of the background of these people as it relates to similar projects, their specific qualifications and their educational and technical/management accomplishments.

(4) Identify the personnel who prepared the proposal for this solicitation as well as the percent of their time or percent of the text which each contributed.

(5) Provide a management plan which provides a clear, concise description of the approaches or concepts in response to all tasks of the SOW. The plan should indicate how, when and where each task and subtask is planned to be accomplished. The relationship of hours proposed for each labor category for each task shall be shown as a percentage of the total hours proposed for each labor category for this acquisition. This plan must be compatible with the Cost Proposal and the Technical Proposal, by task and subtask and the manpower, in, manhours, provided as a part of this plan so that your planning commitments present an integrated whole including Technical, Management, Organization, Cost and Schedule considerations. No cost data or cross reference to the Cost and Technical proposals shall be included in the management plan with the exception of manhours.

(6) The management proposal shall address all required plans and any other requirements of Section C as a part of the discussion of the tasks of the SOW and will be a part of the management evaluation.

(7) Where applicable, all proposed subcontractors shall be identified showing the work they will perform or support. Indicate the proposed working relationship, manhours to be utilized and controls and lines of communication to be implemented.

- (8) Identify any potential conflicts with other work in the areas of personnel, capabilities and priorities.
- (9) Provide a detailed description of your firm's proposed method of quality control under this contract.
- (10) Describe the experience your firm has had in similar or related efforts. This shall include statements to the extent not only to which the key personnel to be assigned to the program have been involved in past related efforts but also those which your firm in cooperation with proposed subcontractors have undertaken. The contract listing should include contract number, place and dates of performance, contract amount, description of work performed, and point of contact and telephone number for verification purposes.
- (11) Furnish a listing of Federal, state and local government contracts and private sector contracts performed in the past five years. The contract listing should include contract number, place and dates of performance, contract amount, description of work performed, and point of contact and telephone number for verification purposes.

D. Volume III - Cost/Price Proposal

The following information must be provided with the Cost Proposal:

- (1) A current financial statement of the individual, firm or corporation, certified by a reputable independent accounting firm, if practicable, or at least by an authorized officer of the organization. If the financial statement is more than 60 days old, a certificate must be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (2) Direct Labor Cost. The amount of time to be devoted to each task should be clearly indicated and salaries for each employee category should be listed showing the pay rate, the number of people in the category and the duration of their employment.
- (3) Overhead Burden. Substantiate the basis for the overhead rate and state which Government auditing agency (if any) has approved the use of these rates for bidding purposes.
- (4) An estimate of the extent of anticipated subcontracting should be included.
- (5) Supplies and Equipment. Items should be grouped as either "supplies and expendable equipment" or "non-expendable equipment". Quantities and unit prices should be provided stating whether such items are to be purchased or fabricated by the contractor.
- (6) Subcontractors and Consultants. Identify the specific project area or problems in which such service is to be used. List the contemplated consultants, the estimated number of days required, and the consultant's quoted rate per day. If known state whether the consultant's rate is the same as he has received for similar services for other contractors under Government contracts. Itemize principals of subcontractors under Government contracts. Itemize principals of subcontractor organization and include rates of pay and other cost elements.
- (7) Travel. Itemize estimated travel costs to show the number of man-trips required, destinations, cost of travel (common carrier fare or number of miles and cost per mile if contractor-owned vehicle is used). When per diem is requested, the costs per person per day should be stated and the individuals to whom the per diem will be paid should be clearly identified.
- (8) Other Direct Costs. Such costs should be broken down to show how the total cost was derived. For example, computer time should show the type of computer, estimated total time of use, and the established hourly rate.
- (9) Indirect Costs (if any)
- (10) Profit or Fee (if any)

L.9 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.10 52.215-1

INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(a) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(b) It was sent by mail (or telegram (facsimile **are not** authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(c) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(d) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(e) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(f) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.11 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

(End of provision)

L.12 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Engineers, Mobile District
Attn: CT-S, P.O. Box 2288, Mobile, Alabama 36628-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.13 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.

In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)
(R 7-2003.39 1969 OCT)

L.14 52.999-4007 CLARIFICATION OF TERMINOLOGY

Whenever the word "man," "men," or their related pronouns appear, either as words or as parts of words (other than when referring to a specific individual), they have been used for literary purposes and are meant in their generic sense to include both female and male sexes.

L.15 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and Supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
(End of provision)

L.16 52.999-4221 CERTIFICATE OF CURRENT COST OR PRICING DATA

A Certificate of Current Cost or Pricing Data will be required in accordance with the provisions of FAR 15.406-2. In addition, any offeror who is required to submit and certify cost or pricing data shall be required to certify subcontractor cost or pricing data under circumstances as contemplated by FAR 15-804.2(b).

L.17 52.999-4222 REQUIRED CERTIFICATE

The Offeror will be required to furnish at the time of negotiations, a certificate in the format outlined below. (See contract clauses entitled "Audit-Negotiation". "Price Reduction for Defective Cost or Pricing Data" and "Subcontractor Cost or Pricing Data.")

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the contracting officer's representative in support of _____ (See Note 1) are

accurate, complete, and current as of _____ (See Note 2) (day month year)

This certification includes the cost or pricing data supporting any advance agreement(s) and forward pricing rate agreements between the offeror and the Government which are part of the proposal.

Firm _____

Name _____

Title _____

(See Note 3)

Date of Execution

1 Identify the proposal, quotation, request for price adjustment or other submission involved, giving the appropriate identifying

number (e.g., RFP No.).

2 Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

3 Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

L.18 52.000-4088 MULTIPLE BIDS/PROPOSALS

Only one proposal is required. Multiple Bids/Proposals will not be accepted. If Section L requires submission of Technical and/or Management proposals, dollar values shall not be included in those volumes.

L.19 52.000-4035 JOINT VENTURE BID REQUIREMENTS

When bidding as a joint venture, all members of the joint venture must sign all contract documents and must complete the Representations and Certifications, Section K, unless a written agreement by the joint venture is furnished with the bid designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement must be submitted with the bid. Failure to comply with the foregoing requirements may render the bid as non-responsive.

END OF SECTION L

INDEX OF CLAUSES
SECTION M

M.1	PRE-AWARD SURVEY	M-1
M.2	GOVERNMENT INTENT	M-1
M.3	EVALUATION FACTORS FOR AWARD-BEST VALUE	M-1
M.4	EVALUATION OF EXTENSIONS	M-4

M.1 PRE-AWARD SURVEY

If an offer submitted in response to this solicitation is favorably considered a survey team may contact your facility to determine your ability to perform. Current financial statement and other pertinent data should be available at this time.

M.2 GOVERNMENT INTENT

It is the Government's intent to award one Cost Plus Award Fee (CPAF) Contract.

M.3 – EVALUATION FACTORS FOR AWARD -BEST VALUE

A. This is a Best Value acquisition. The following factors will be used to determine the merit of the proposal.

1. EVALUATION CRITERIA

The Government has selected evaluation criteria for each key feature of this acquisition and has weighed those criteria so that they will reflect, as accurately as possible, the relative importance of the program features selected. Technical and Management when combined are significantly more important than price/cost. This Plan has three major areas of evaluation, with several sub-factors of varying importance within these major areas.

B. TECHNICAL PROPOSAL: The proposal should demonstrate a clear and concise understanding of the tasks in the Scope of Work (SOW) as well as any operation and maintenance problems presented therein. The contractor's master planning schedule should be complete, reasonable, and clearly integrate all facets of the proposed program. The technology supporting the solutions should be addressed and data substantiating a full understanding of all O & M technology aspects presented. The offeror should address each requirement and goal set forth in the SOW and set forth in his proposal an understanding of the minimum needs associated with each major tasking in the work statement. The proposal should clearly demonstrate a technically sound approach and solution and present the means planned to accomplish the design, development, implementation and approaches to all service tasks. The approach should ensure that the level directed toward each aspect of the requirement to be appropriate and relative regarding its impacts upon the overall project solution. Proposals should provide sufficient information to complete evaluation. It should provide a tabulation of manpower to be assigned to each task by technical discipline as well as a breakdown of the manhours to be devoted to each task. Also, it should include a summary schedule that shows the accomplishment of tasks in monthly increments with the number of manhours required. Where the project /approach involves interrelated tasks or phases, prepare a separate chart which shows these relationships on a time-phased basis. The offeror should address how proposal complies with requirements rather than stating "will comply". While all the tasks listed in the SOW are important, they are not arranged in any order of importance. The tasks are a logical statement of the Government requirements. The following factors sets forth the tasks in their descending order of importance:

Factor 1-**TECHNICAL:** Methodology for the performance of the work and Scheduling for the following Technical Provisions:

2. Public Parks and Recreation Facilities

2.1. - Buildings, Shelters, Campsites, Picnic areas, Utilities, Structures, and Support Systems

2.2 - Roads, Parking, Signs, and Barriers

2.3 - Cleaning and Refuse Removal

- 2.4 - Lawn, Grass, Grounds and Landscaping
- 3.0 - Operational Areas
- 4.0 - Dam, Dikes, Spillway, and Related Structures
- 5.0 - Project Vehicles
- 6.0 - Navigation Markers and Buoys
- 7.0 - Encroachments, Tree Removal, and Refuse Removal
from Lake and Shoreline Other Than Public Parks
- 8.0 - Facility Repair
- 9.0 - Operational of Reception Desk and Visitor Center
- 10.0 - Janitorial Services at the Buford Powerhouse
- 11.0 - Boundary Blazing, Remarketing and Painting

C. MANAGEMENT PROPOSAL: The management plan or approach should describe procedures for program identification, documentation and control (funds, property, etc.) during the period of performance; The proposed organizational structure must list key personnel and clearly show lines of authority, responsibility and communication within the company; management positions in the organization must clearly be established and indicate how each has the authority and responsibility to successfully accomplish the project; and resumes must be submitted for personnel who can be apprised to this contract. Organization charts are desirable. Provide a tabulation of the manpower to be assigned to each task by technical discipline. All subcontractors should be fully identified and their responsibility arenas must be presented. Finally, the proposal must contain a statement of all resources sufficient to accomplish the operation and maintenance program. The following factors are listed in their descending order of importance:

Factor 1 - Management Ability

- 1.1. - Management Plan & Organization Structure
- 1.2 - Cost and Funds Control
- 1.3 - Purchasing and Property Control Plan
- 1.4 - Quality Control Plan
- 1.5 – Pesticide & Herbicide Control
- 1.6 - Safety Plan

Factor 2 - Key Personnel

- 2.1 - Corporate and Field Key Personnel and their resumes
- 2.2 - Authorities and Responsibilities

Factor 3-Experience

3.1 - Past Performance/Similar Work

3.2 - Past Performance/General

Factor 4 - Subcontracting

Degree and rationale of subcontracting contemplated,
name, address, point of contact and experience.

D. COST/PRICE PROPOSAL: The cost proposal will receive a separate evaluation by Cost Evaluators and will not be scored in any manner. The Source Selection Evaluation Board (SSEB) will prepare a narrative evaluation discussing all aspects of the following:

1. Completeness – Proposal will be reviewed to ensure all the elements of the cost proposal are in consonance with the requirements of the Request for Proposal (RFP) and adequacy of the coverage of the SOW. It shall ensure the offeror has covered all contract tasks identified in the SOW document and/or paragraphs thereto; provided data in support of labor, equipment, overhead, general administrative (G & A), and any applicable special pricing factors; and any adequate work breakdown structure as applicable.

2. Reasonableness – Labor, material costs, overhead burden, and G & A will be assessed from the standpoint of being reasonable and equitable in terms of previous experience, audited costs and rates and the government estimate.

3. Realism – Cost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the technical proposal.

4. Supplemental Cost Information:

(a) In addition to the above, offerors should address "Supply and Equipment Items" by grouping them as either "supplies and expendable equipment" or non-expendable equipment".

(b) Offerors must provide the methodology for calculating home office overhead. Offerors shall complete the blanks hereunder as part of their cost proposal. Home office overhead will not exceed (____%) of estimated direct labor cost; or (____%) of estimated direct contract cost.

OR

In no event will allowance for home office overhead exceed the dollar amount of \$_____. NOTE: as the contract is modified and the direct cost is increased, the amount filled in here by the offeror will also increase by the same amount.

5. In summary, the Mobile District has selected evaluation criteria for each key feature of the O & M services procurement and has weighed these criteria so that they will reflect, as accurately as possible, the relative importance of the program features selected. The goal of the total evaluation scheme has been to portray the user's program needs so that the evaluation will accurately reflect the ability of the offerors to meet the Government's needs and provide a basis for determining the relative merits of competing proposals.

M.4 EVALUATION OF EXTENSIONS

The Government will evaluate offers for award purposes by adding the total estimated cost, plus fees, for all extension years to the total estimated cost, plus fees, for the basic requirement. Evaluation of extensions is outlined in H.28.

END OF SECTION M

EXHIBIT "A"

EXHIBIT "A"

LEGEND

CLN LEVEL	NUMBER DESIGNATING CLEANING LEVEL
TOTAL ACRES	TOTAL ACRES WITHIN AN AREA
DEV ACRES	TOTAL DEVELOPED ACRES WITHIN AN AREA
WTR SYS	MUNICIPAL POTABLE WATER SYSTEM
WB	WATERBORNE TOILETS
CS	CAMPER SHOWER WASHOUSES
PIC SITE	INDIVIDUAL PICNIC SITES
CAMP SITE	INDIVIDUAL CAMPSITES
ELEC HKUP	CAMPSITE ELECTRICAL HOOKUPS
GRP CAMP	GROUP CAMPING SHELTERS
GRP PIC	GROUP PICNIC SHELTERS
LNCH RAMP	BOAT LAUNCHING RAMPS
LNCH LANE	BOAT LAUNCHING LANES
SWIM AREA	DESIGNATED SWIM AREAS
PARK LOT	DESIGNATED PARKING LOTS
CAR SPC	CAR PARKING SPACES
TRL SPC	CAR AND TRAILER PARKING SPACES
PAVED	MILES OF PAVED ROADS AND PARKING LOTS
UNPAVED	MILES OF UNPAVED ROADS AND PARKING LOTS
TRL INTP	INTERPRETATIVE TRAILS
PLY GRD	PLAYGROUNDS
CTSY DOCK	BOAT RAMP COURTESY DOCKS
REFUSE RECEPTACLES	TRASH CANS AND DUMPSTERS
GROUND	AREAS TO BE POLICED

CLEANING FREQUENCY SCHEDULE

The following chart shows the minimum acceptable number of daily cleanings per week (unless noted otherwise) for each facility. The cleaning level for each area is shown on the Exhibit "A" facilities chart. The day of the week for the required cleaning will be selected to fit the heavier visitation periods by the public. All cleaning schedules are to be approved by the Operations Manager.

	CLN LEVEL 1	CLN LEVEL 2	CLN LEVEL 3	CLN LEVEL 4	CLN LEVEL 5
SUMMER PERIOD					
1 MAY – LABOR DAY					
WATERBORNE TOILETS	7	7	7	7	0
SHOWERHOUSES	7	7	0	0	0
SHELTERS	7	7	7	0	0
SWIM AREAS	7	7	7	7	0
PIC SITES CAMP SITES	AS NEEDED	1	1	1	0
GROUND	2	3	3	2	1
REFUSE RECEPTACLES	3	3	3	2	0
SPRING/ FALL PERIOD					
1 APRIL – 30 APRIL					
TUESDAY FOLLOWING LABOR DAY – 30 SEPTEMBER					
WATERBORNE TOILETS	5	5	5	5	0
SHOWERHOUSES	5	5	0	0	0
SHELTERS	5	5	5	0	0
SWIM AREAS	5	5	5	5	0
PIC SITES / CAMP SITE	AS NEEDED	1	1	1	0
GROUND	2	2	2	1	1
REFUSE RECEPTACLES	2	2	2	1	0
WINTER PERIOD					
1 OCT – 31 MARCH					
WATERBORNE TOILETS	AS NEEDED	5	5	5	0
SHOWERHOUSES	AS NEEDED	AS NEEDED	0	0	0
SHELTERS	AS NEEDED	5	5	0	0
SWIM AREAS	AS NEEDED	5	5	5	0
PIC SITES/CAMP SITES	AS NEEDED	1	1	1	0
GROUND	AS NEEDED	1	1	1	MONTHLY
REFUSE RECEPTACLES	AS NEEDED	1	1	1	0

EXHIBIT "A"

AREA CODE	AREA NAME	CLIN LEVEL	TOTAL ACRES	DEV. ACRES	TOILET				ELEC HKUP	GRP CAMP	GRP PIC	LNCH RAMP	LNCH LANE	SWIM AREA	PARK LOTS	CAR SPC	C&TR SPC	ROAD MILES		TRL INTP	CTSY DOCK
					WTR SYS	WB CS	PIC SITE	CAMP SITE										MILES PAVE	MILES UNPAVE		
001	Powerhouse	2	6	3	M	0	0	0	0	0	0	0	0	0	2	98	0	1	0	1	0
002	Lower Overlook	2	8	3	M	1	0	12	0	0	0	0	0	0	1	34	0	1	0	1	0
003	Upper Overlook	2	9	2	M	1	0	14	0	0	2	0	0	0	2	61	0	1	0	1	0
004	Burford Dam Park	2	121	60	M	2	0	0	0	0	3	0	0	1	4	420	0	2	0	1	2
006	Shoal Creek DU	3	8	2	0	0	0	0	0	0	0	1	3	0	1	0	59	1	0	0	1
007	Shoal Creek CG	1	169	110	M	0	5	0	124	2	0	1	1	1	9	70	26	5	0	2	2
011	Big Creek	2	27	20	M	1	0	0	0	0	0	2	4	1	3	38	54	1	1	0	2
012	Burton Mill	4	38	25	M	1	0	17	0	0	0	1	2	1	3	95	32	1	0	1	0
013	Van Pugh South	2	70	57	M	0	2	57	0	0	0	1	1	0	7	43	22	2	0	0	1
014	Chestnut Ridge CG	1	113	75	M	1	2	0	85	0	0	1	1	1	6	43	21	3	0	0	0
015	Van Pugh North	2	21	19	M	1	0	20	0	0	1	2	3	2	4	160	50	1	0	0	1
017	Old Federal CG	1	63	58	M	0	3	0	83	58	2	1	1	1	5	26	10	3	0	0	1
018	Old Federal DU	2	17	6	M	1	0	0	0	0	0	2	4	2	3	97	30	1	0	0	1
019	Balus Creek	3	15	7	M	1	0	0	0	0	0	1	4	0	1	0	122	1	0	0	2
020	Mountain View	4	59	20	M	1	0	21	0	0	0	1	1	0	6	86	21	2	0	0	1
030	Belton Bridge	5	96	4	0	0	0	0	0	0	0	1	1	0	1	5	20	0	2	0	0
031	Lula Park	5	16	4	0	0	0	0	0	0	0	2	2	0	1	12	51	1	0	0	0
036	Little River	3	29	13	M	1	0	23	0	0	0	1	2	0	4	50	29	1	1	0	1
039	Thompson Bridge	4	32	10	0	0	0	0	0	0	0	1	1	0	2	17	70	1	0	0	1
041	Sardis Creek	2	37	13	M	1	0	6	0	0	0	1	3	0	2	86	34	1	0	0	1
042	Simpson Park	4	7	5	0	0	10	0	0	0	0	1	1	0	2	20	13	1	0	0	0
043	Robinson Park	4	49	30	M	1	0	15	0	0	0	1	2	0	3	20	28	1	1	0	1
045	Duckett Mill CG	1	97	50	M	1	2	0	111	97	0	1	3	1	5	100	44	3	0	0	1
046	Little Hall	3	42	30	M	1	0	46	0	0	1	1	4	1	4	132	113	1	0	1	2
050	Bolding Mill CG	1	73	20	M	1	2	4	97	88	2	1	3	1	8	267	73	3	0	1	1
053	Toto Creek CG	4	65	20	M	1	0	12	9	0	0	1	4	1	3	69	44	2	0	1	1
054	Nix Bridge	3	15	14	M	1	0	10	0	0	0	1	1	0	4	35	18	1	0	0	1
055	Thompson Creek	3	14	3	M	1	0	0	0	0	1	1	3	0	3	78	55	1	0	1	0
056	War Hill CG	3	108	24	M	1	0	9	14	0	0	1	4	1	3	156	110	2	0	0	1
059	Keiths Bridge	4	25	18	M	1	0	34	0	0	0	1	2	1	3	119	26	1	0	1	1
060	Long Hollow	4	29	14	M	1	0	15	0	0	0	1	2	1	2	66	19	1	0	0	1
063	Athens Park	5	54	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
064	Vanns Tavern	3	17	8	M	1	0	0	0	0	0	2	4	0	2	26	41	1	1	0	1
066	Bethel Park	4	85	25	M	1	0	0	0	0	0	1	3	0	2	22	21	1	1	0	1
067	Two Mile Creek	3	36	26	M	1	0	36	0	0	0	1	1	0	2	37	18	1	1	0	1
070	Six Mile Creek	4	14	2	0	0	0	0	0	0	0	1	2	0	1	9	18	1	0	0	1
071	Charleston Park	3	16	8	M	1	0	12	0	0	0	1	3	0	3	64	49	1	0	1	1
074	Shady Grove CG	1	107	85	M	0	3	0	125	76	0	1	1	1	7	49	24	4	0	1	2
075	Young Deer	3	13	6	M	1	0	7	0	0	1	1	3	1	2	46	45	1	0	1	1
076	Tidwell Park	3	7	5	M	1	0	0	0	0	0	1	3	0	2	19	45	1	0	1	1
077	Bald Ridge CG	1	43	10	M	0	3	0	82	82	0	1	1	1	6	60	14	2	0	1	1
079	Mary Alice Park	2	112	15	M	1	0	0	0	0	1	1	4	1	2	257	100	2	0	0	2
080	Little Ridge	4	47	10	0	0	0	0	0	0	0	1	2	0	3	243	14	1	0	1	1
081	Sawnee CG	1	33	31	M	0	2	0	56	44	0	1	1	1	4	15	20	2	0	0	1

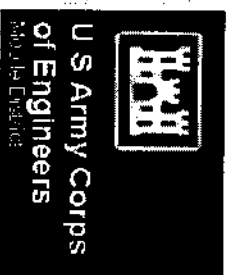
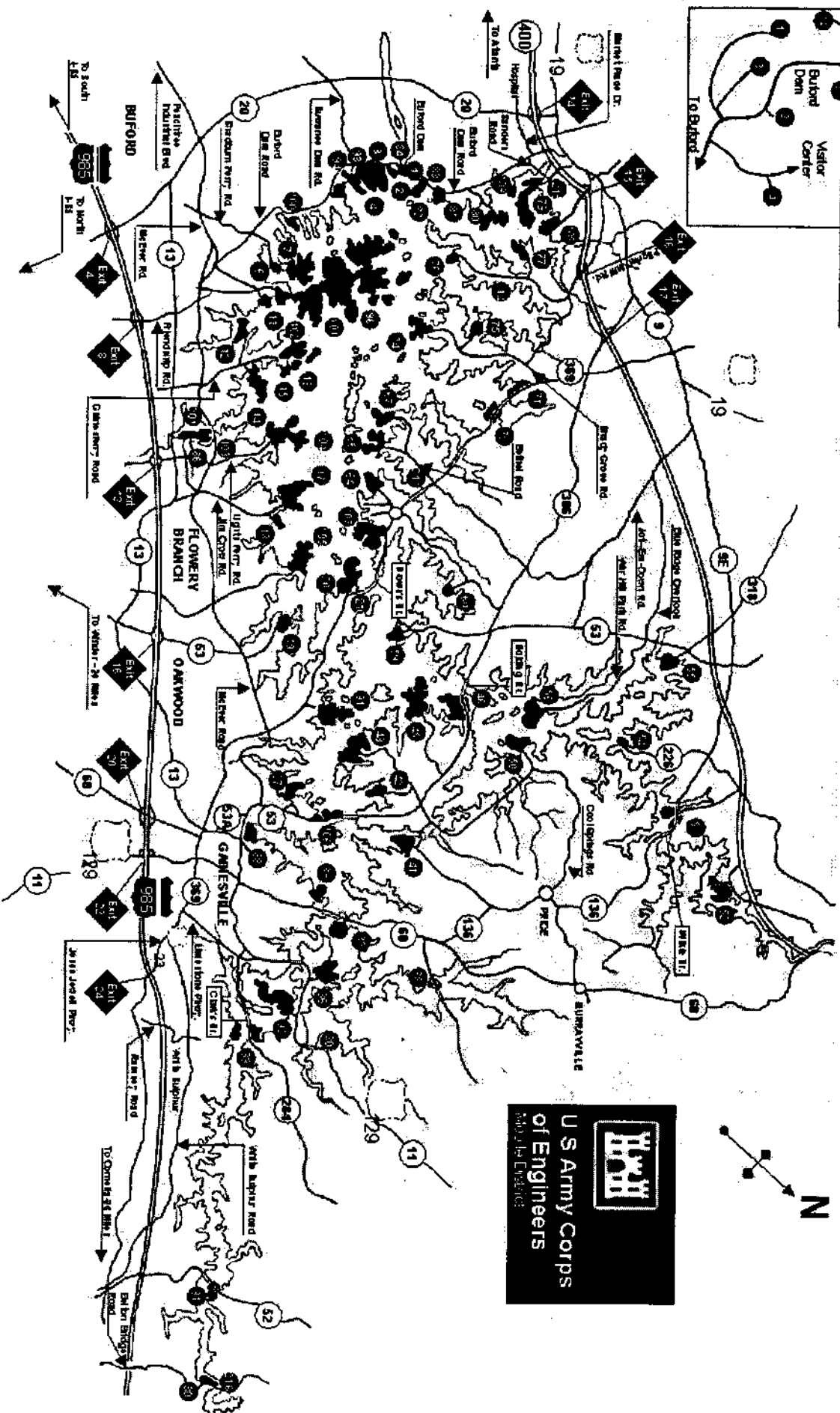
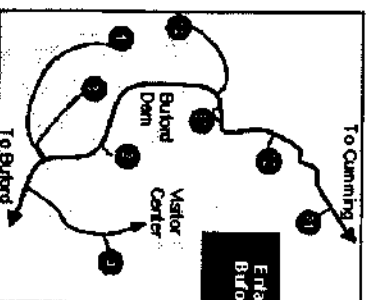
AREA CODE	AREA NAME	CLN LEVEL	TOTAL ACRES	DEV. ACRES	WTR SYS	TOILET		PIC SITE	CAMP SITE	ELEC HKUP	GRP CAMP	GRP PIC	LNCH RAMP	LNCH LANE	SWIM AREA	PARK LOTS	CAR SPC	C&TR SPC	ROAD MILES		TRL INTP.	PLA	CTSY DOCK
						WB	CS												MILES PAVE	MILES UNPAVE			
082	West Bank	2	24	24	0	3	0	61	0	0	0	2	0	0	2	9	379	0	1	0	1	2	0
083	WBO/Dam	2	64	64	0	0	0	0	0	0	0	0	0	0	0	2	50	0	1	0	1	0	0
084	Lower Pool	2	10	5	0	1	0	6	0	0	0	0	1	1	0	3	118	14	0	2	1	0	0
093	East Bank	3	114	35	M	0	0	0	0	0	0	0	1	4	0	2	33	62	1	0	0	0	1
094	Lanier Park	2	37	18	M	2	0	26	0	0	0	1	1	3	1	5	155	70	2	0	1	0	1
201	Flowery Branch Br.	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
203	Bells Mill	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
210	Browns Br.	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
211	Two Mile Br.	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
214	Beaver Ruin	5	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
215	Eagles Pt.	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
216	Mud Cr.	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			2334	1118	0	36	24	473	786	565	4	18	47	99	24	164	4085	1749	70	10	22	23	38

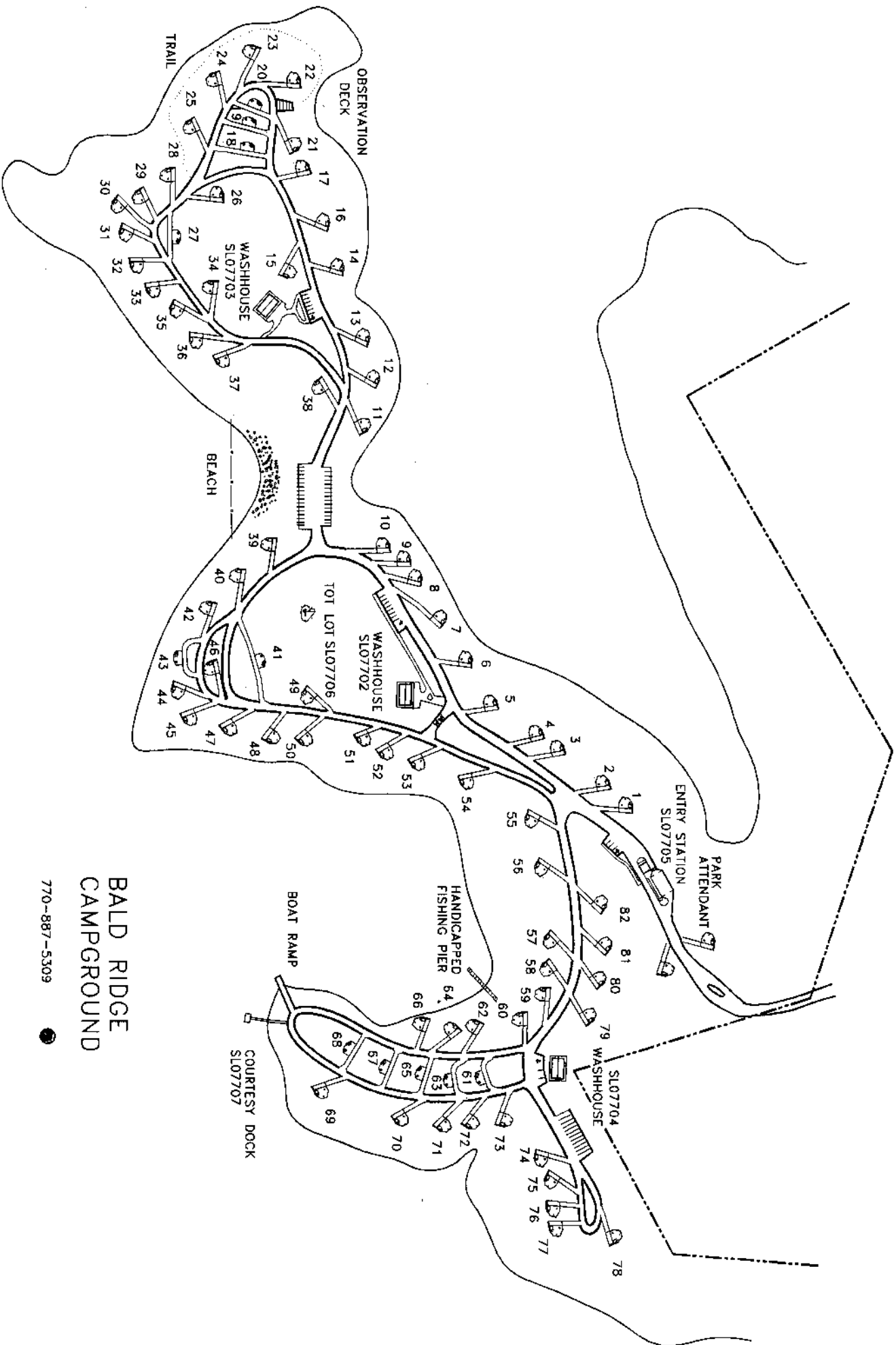
EXHIBIT "B"

Lake Sidney Lanier

Enlarged View of
Buford Dam Road
Parks

P.O. Box 567, Buford, Georgia 30515 Ph. 770-945-9531



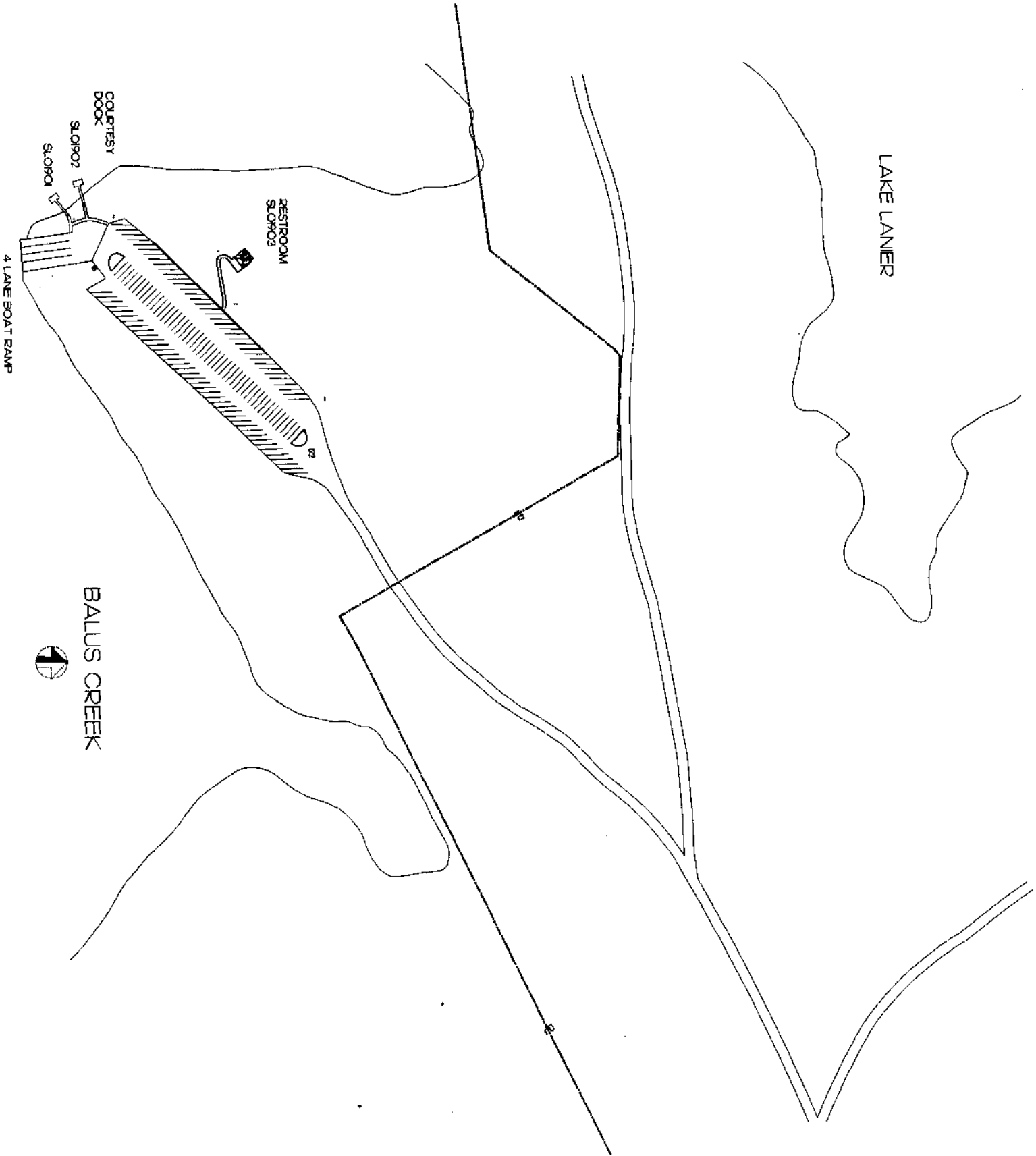


BALD RIDGE CAMPGROUND

770-887-5309

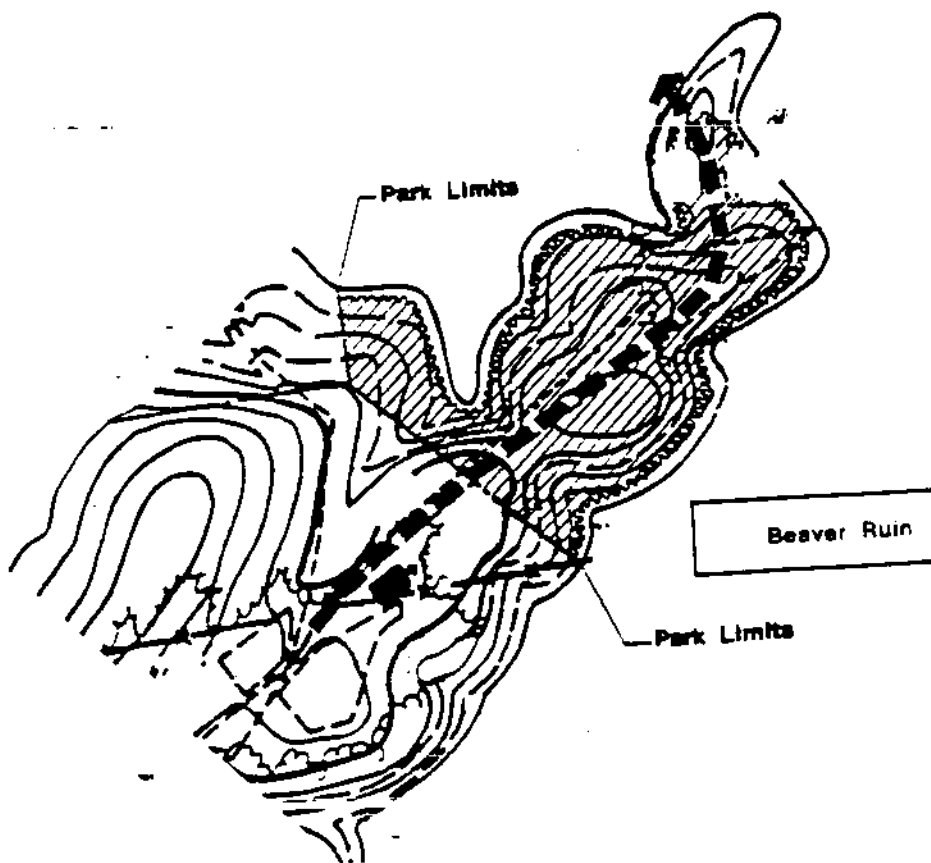


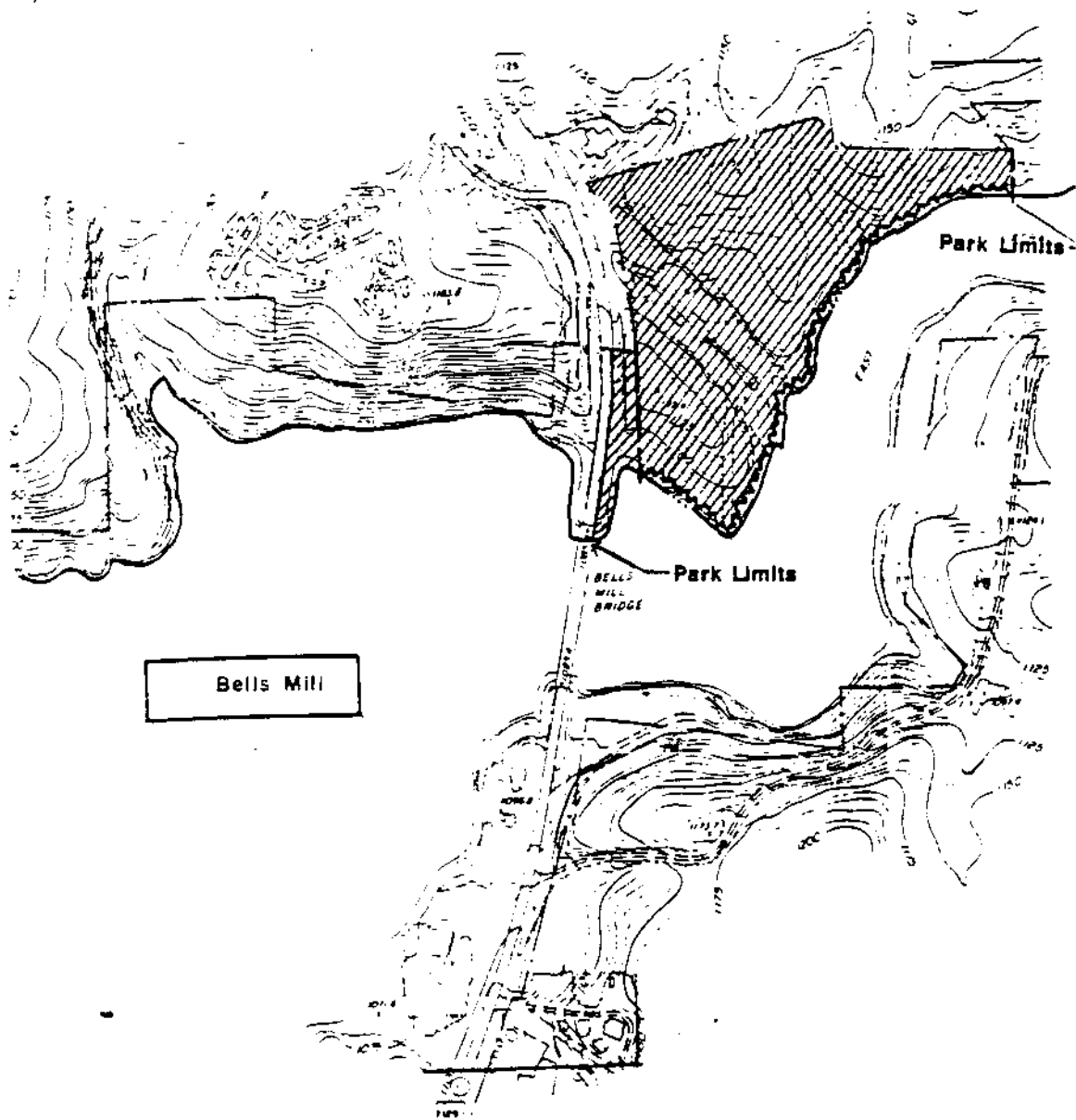
LAKE LANIER



BALUS CREEK









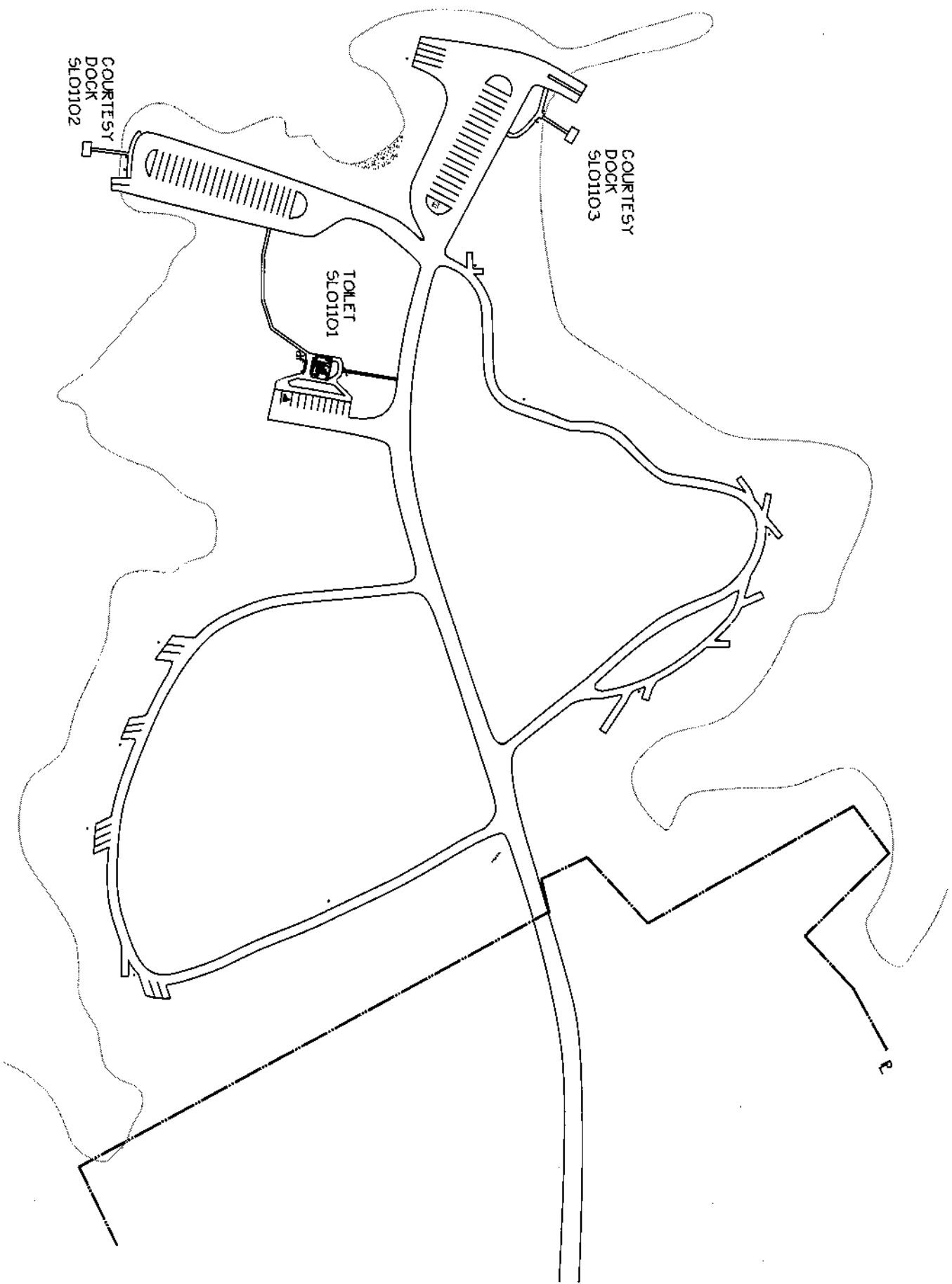
BETHEL ●

BELTON BRIDGE

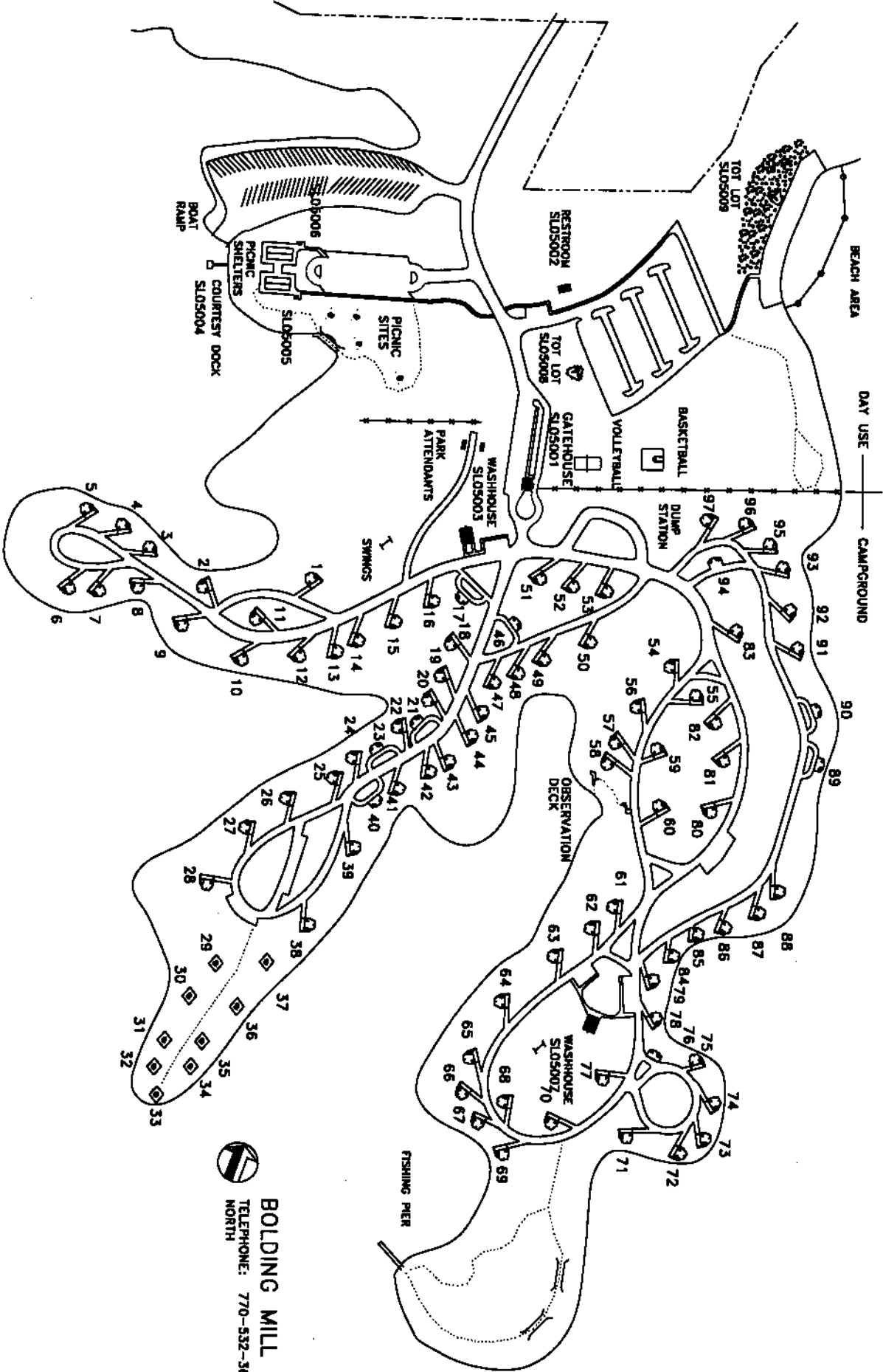


CANTONMENT RIVER

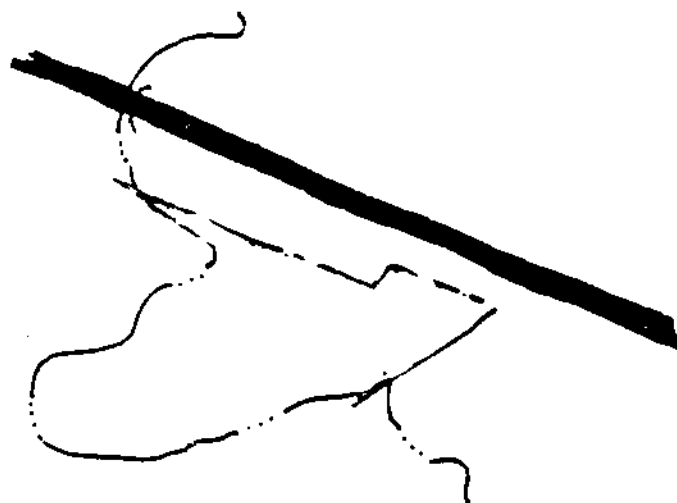
RAIL



BIG CREEK ➡



BOLDING MILL PARK
 TELEPHONE: 770-532-3650
 NORTH

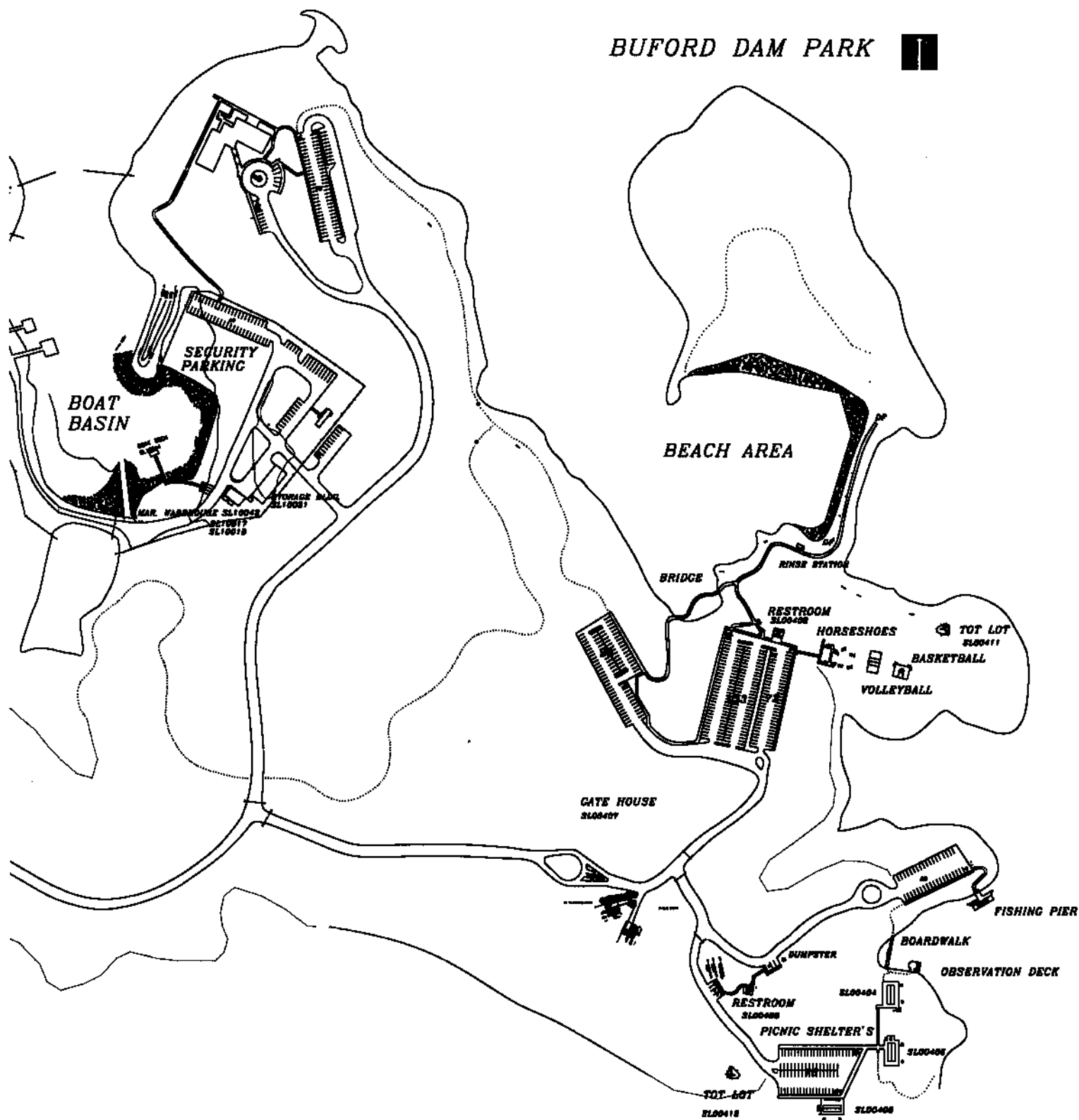


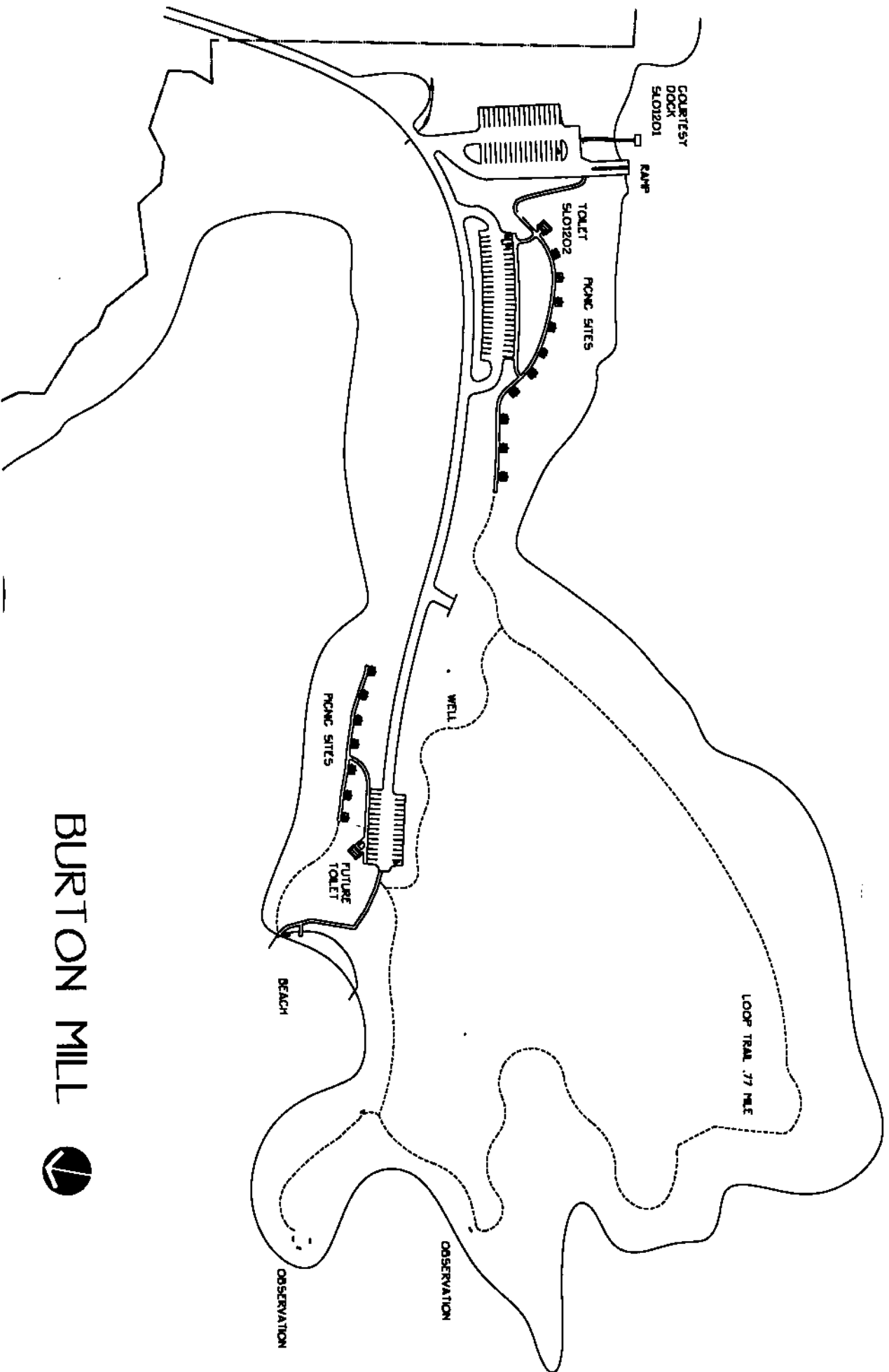
BROWNS BRIDGE ACCESS

LANIER'S PROJECT MANAGEMENT OFFICE

SL10012

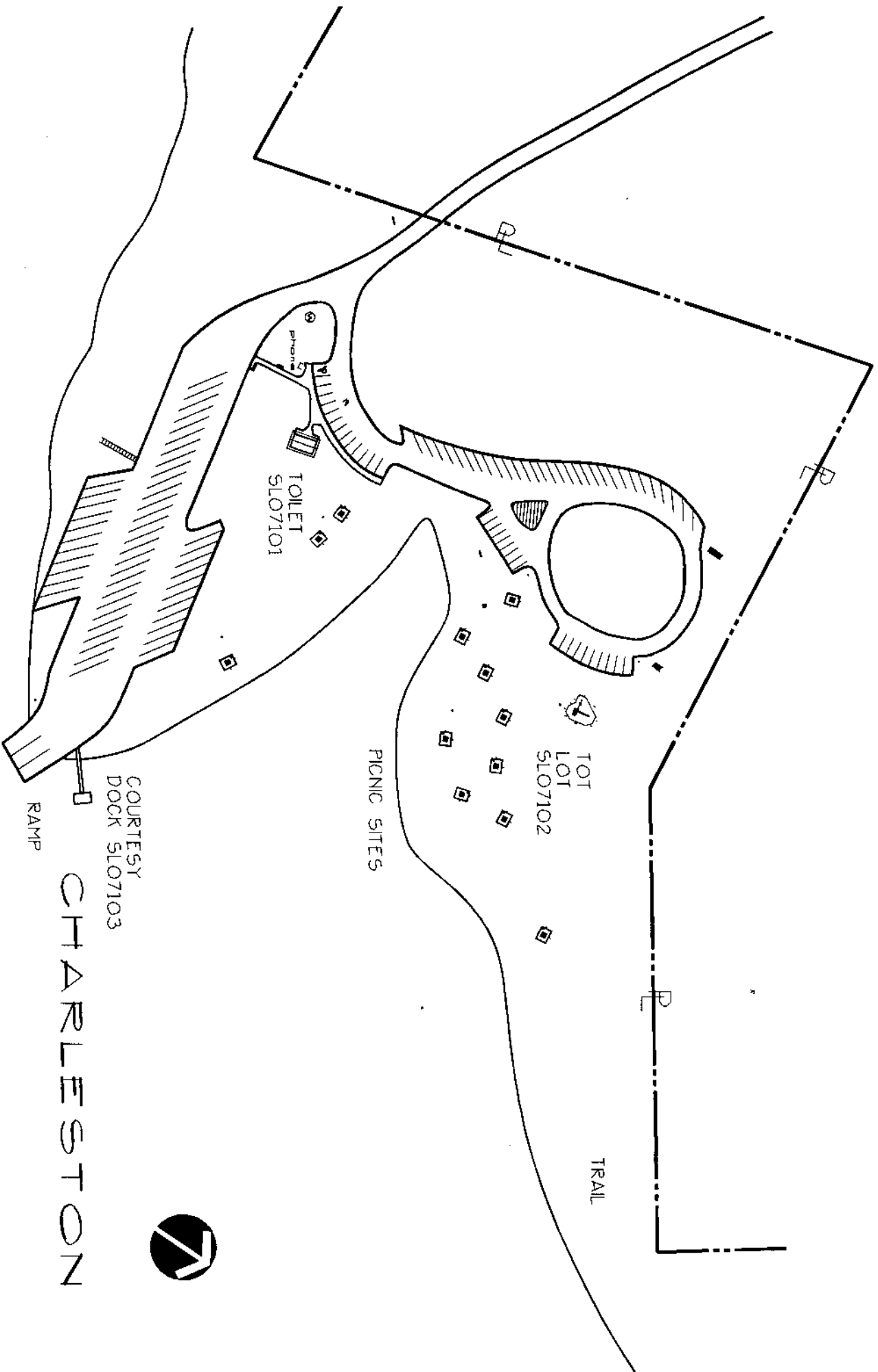
BUFORD DAM PARK





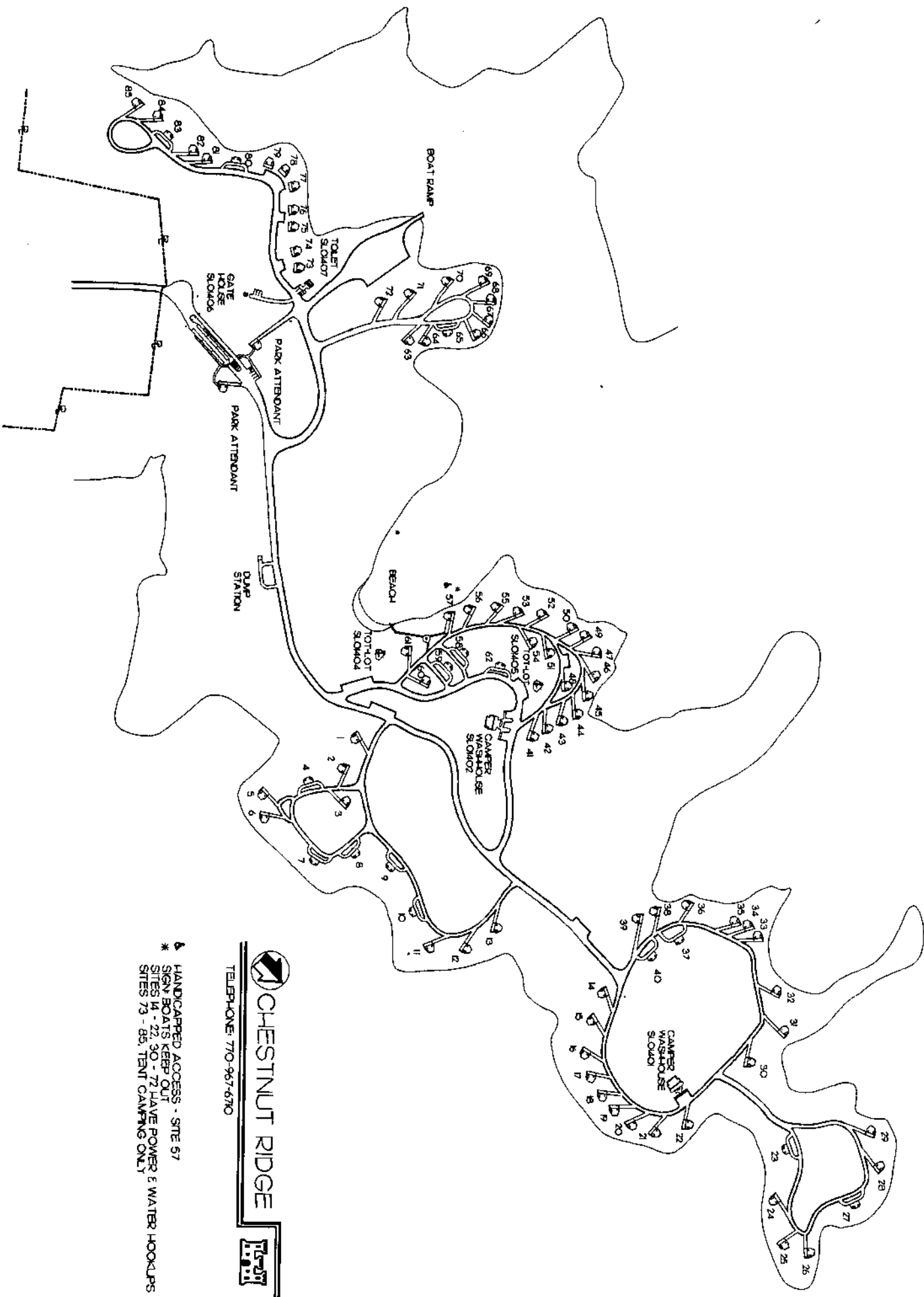
BURTON MILL





CHARLESTON





CHESTNUT RIDGE



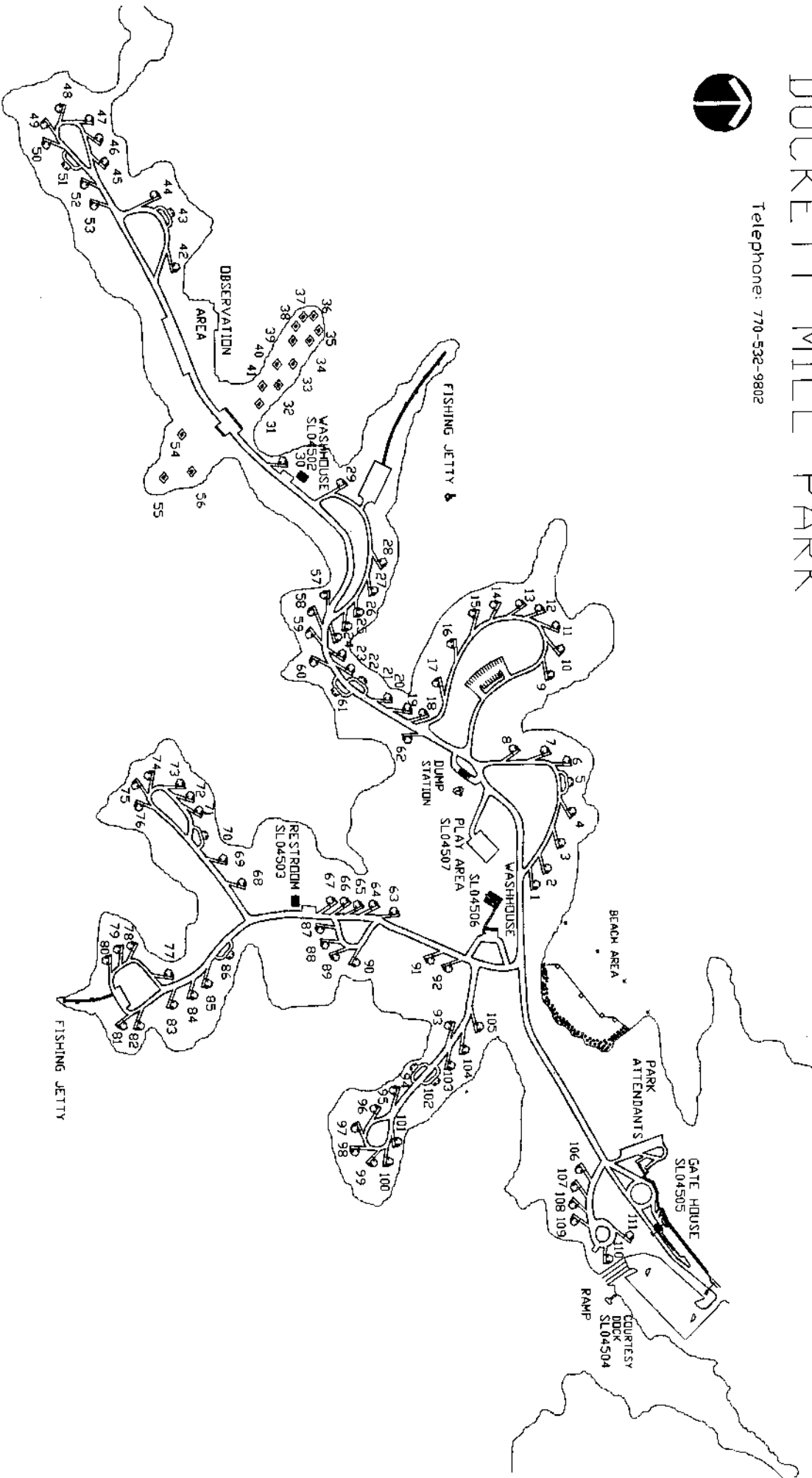
TELEPHONE: 770-967-670

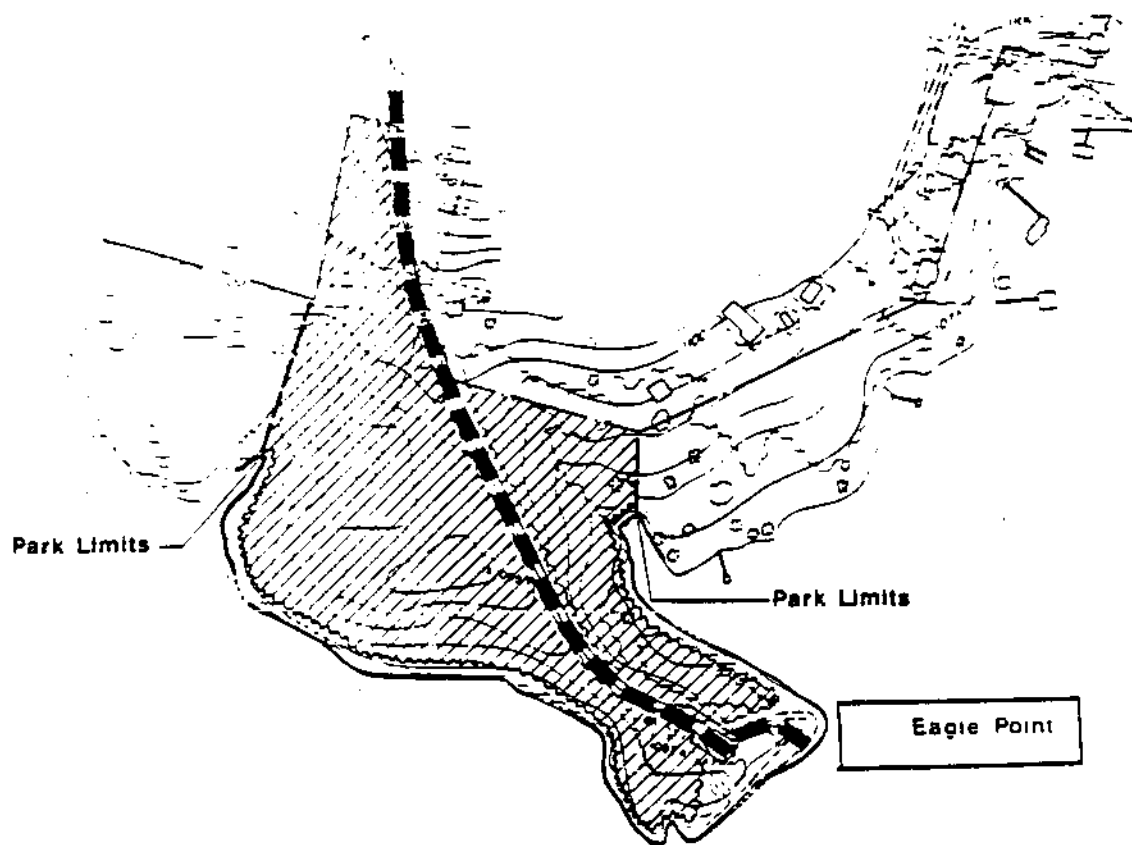
- HANDICAPPED ACCESS - SITE 57
- * SIGN BOATS KEEP OUT
- SITES 14 - 22, 30 - 72 HAVE POWER & WATER HOOKUPS
- SITES 73 - 85, TENT CAMPING ONLY



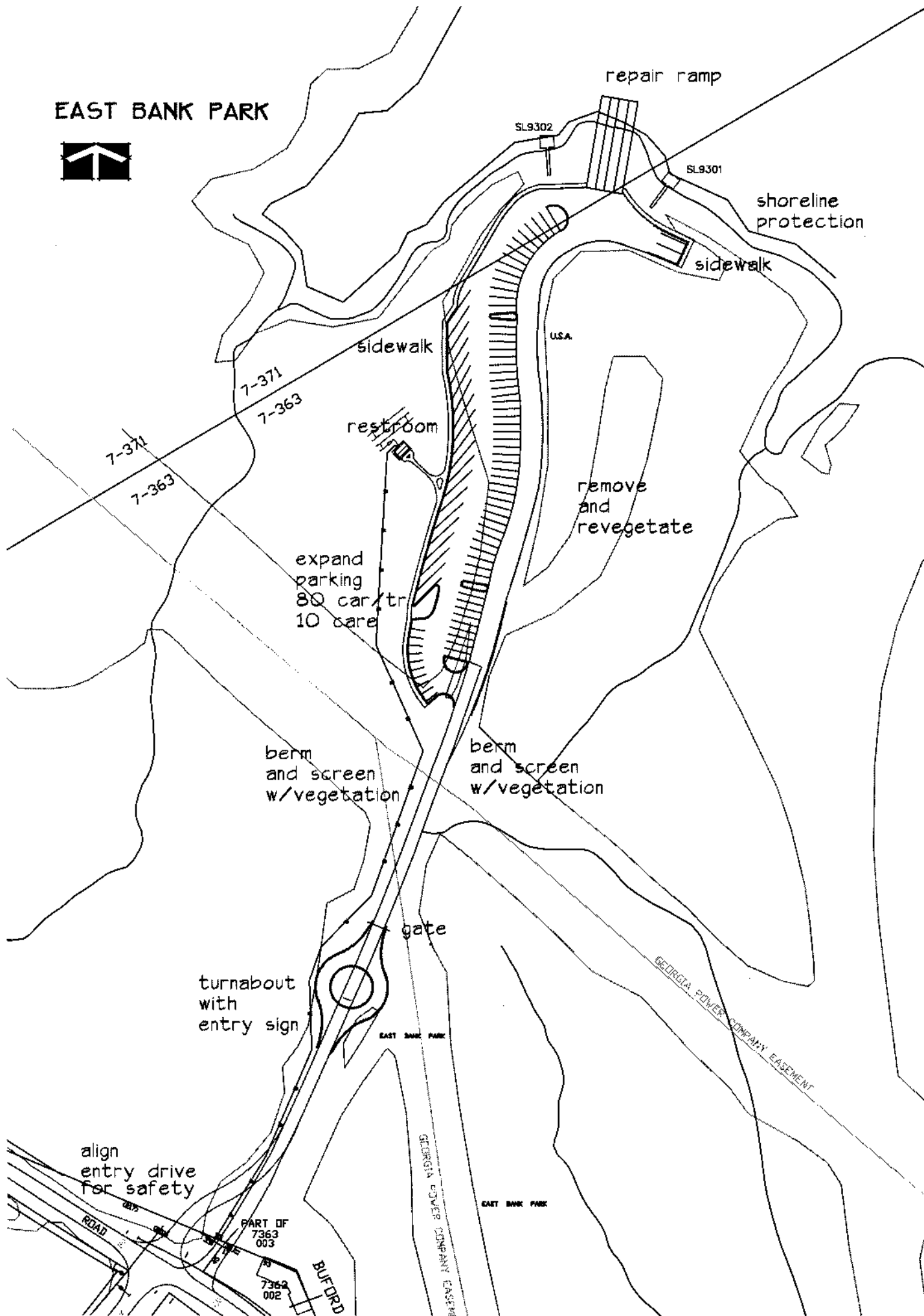
DUCKETT MILL PARK

Telephone: 770-532-9802





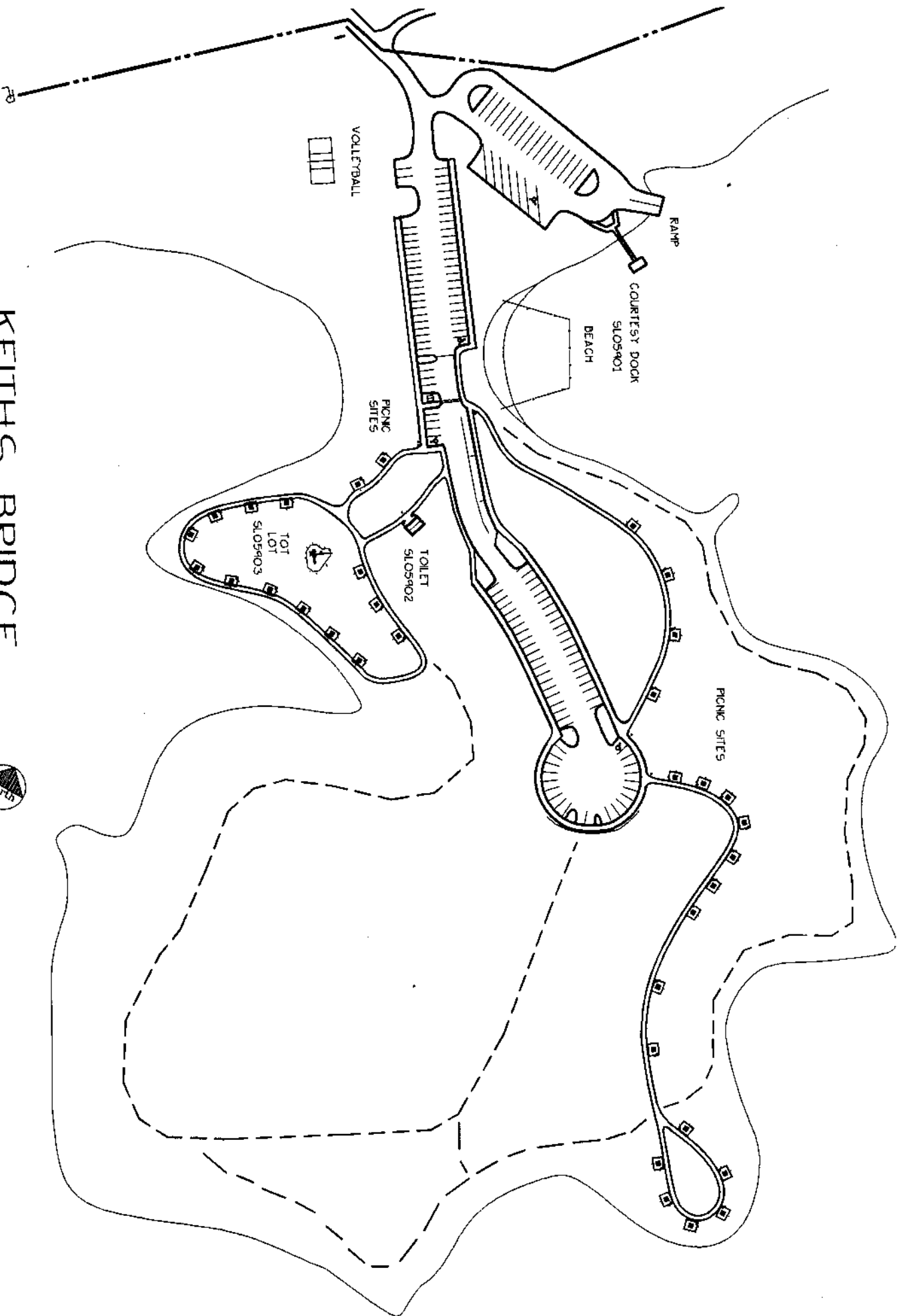
EAST BANK PARK

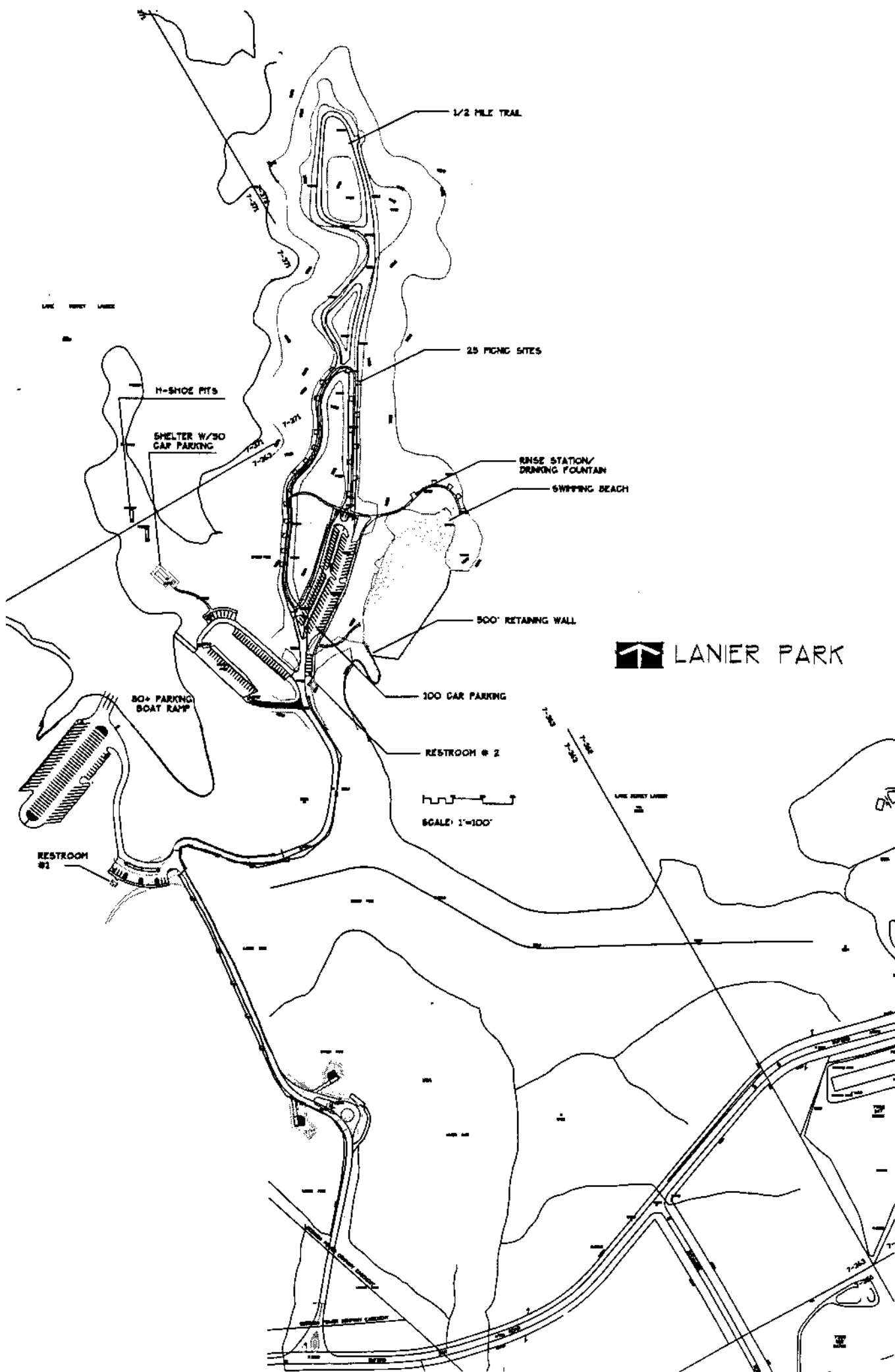


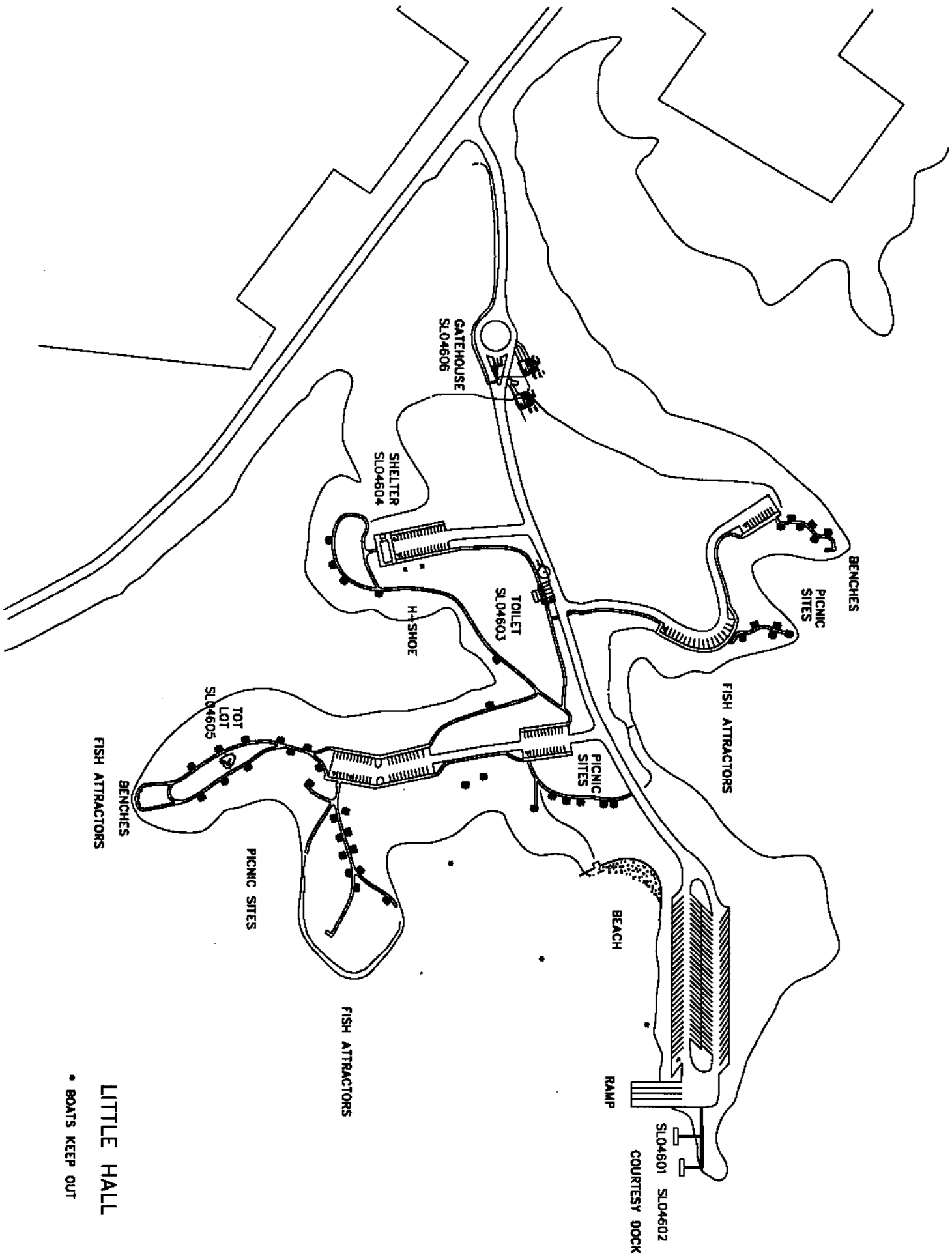


FLOWERY BRANCH BRIDGE ACCESS

KEITHS BRIDGE







LITTLE HALL

• BOATS KEEP OUT

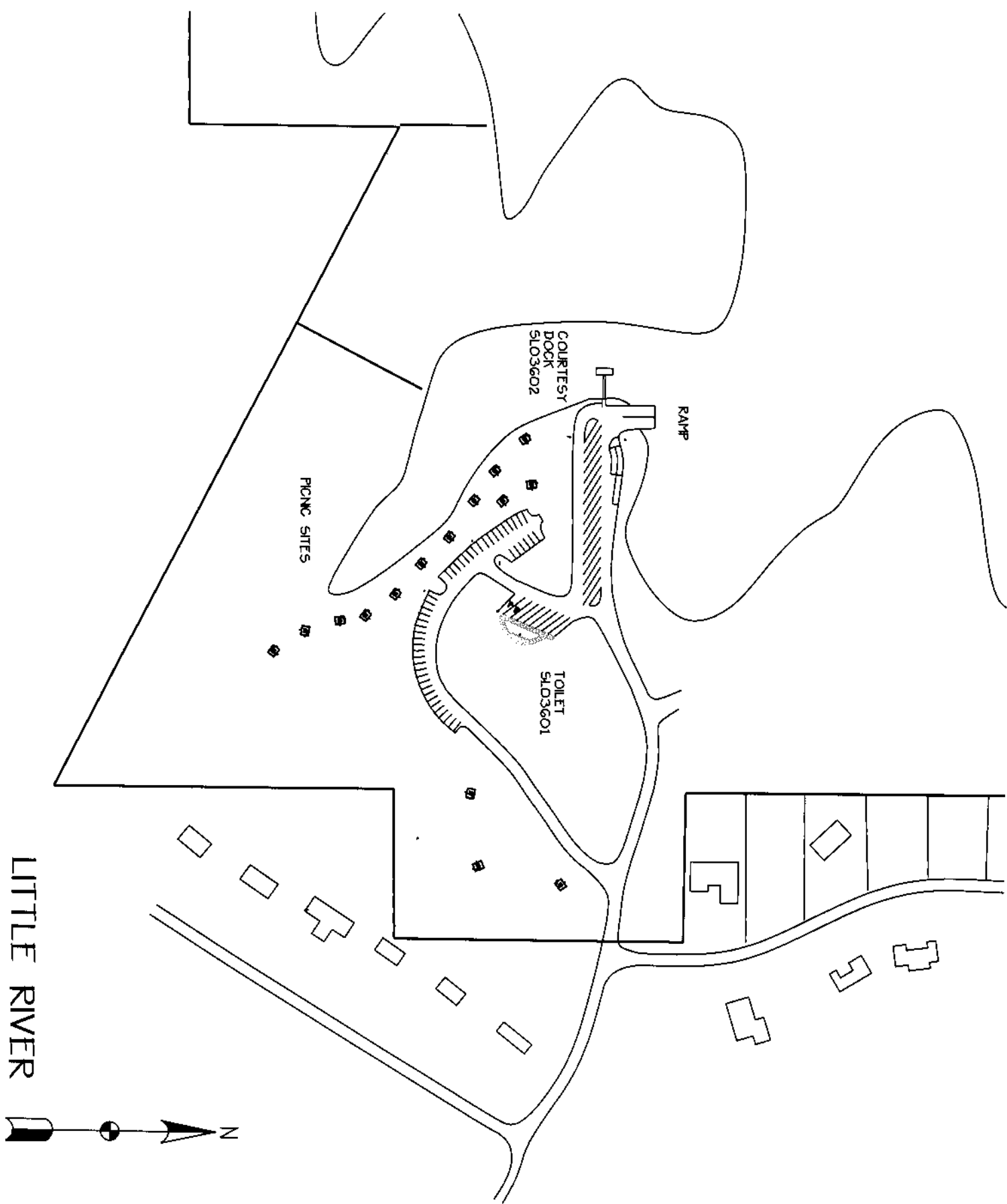
ISLAND

1070

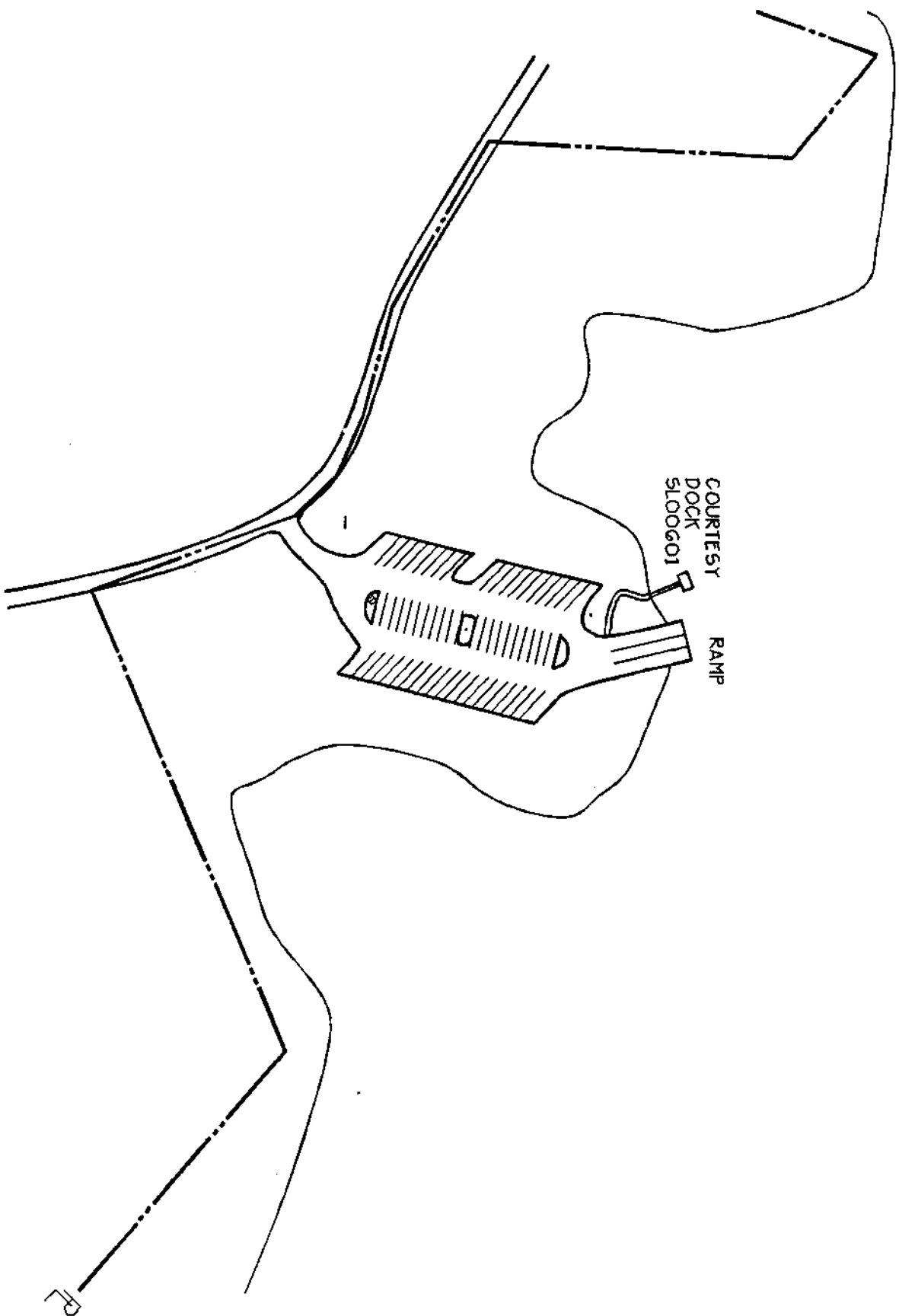
COURTESY
DOCK
3408001

LITTLE RIDGE

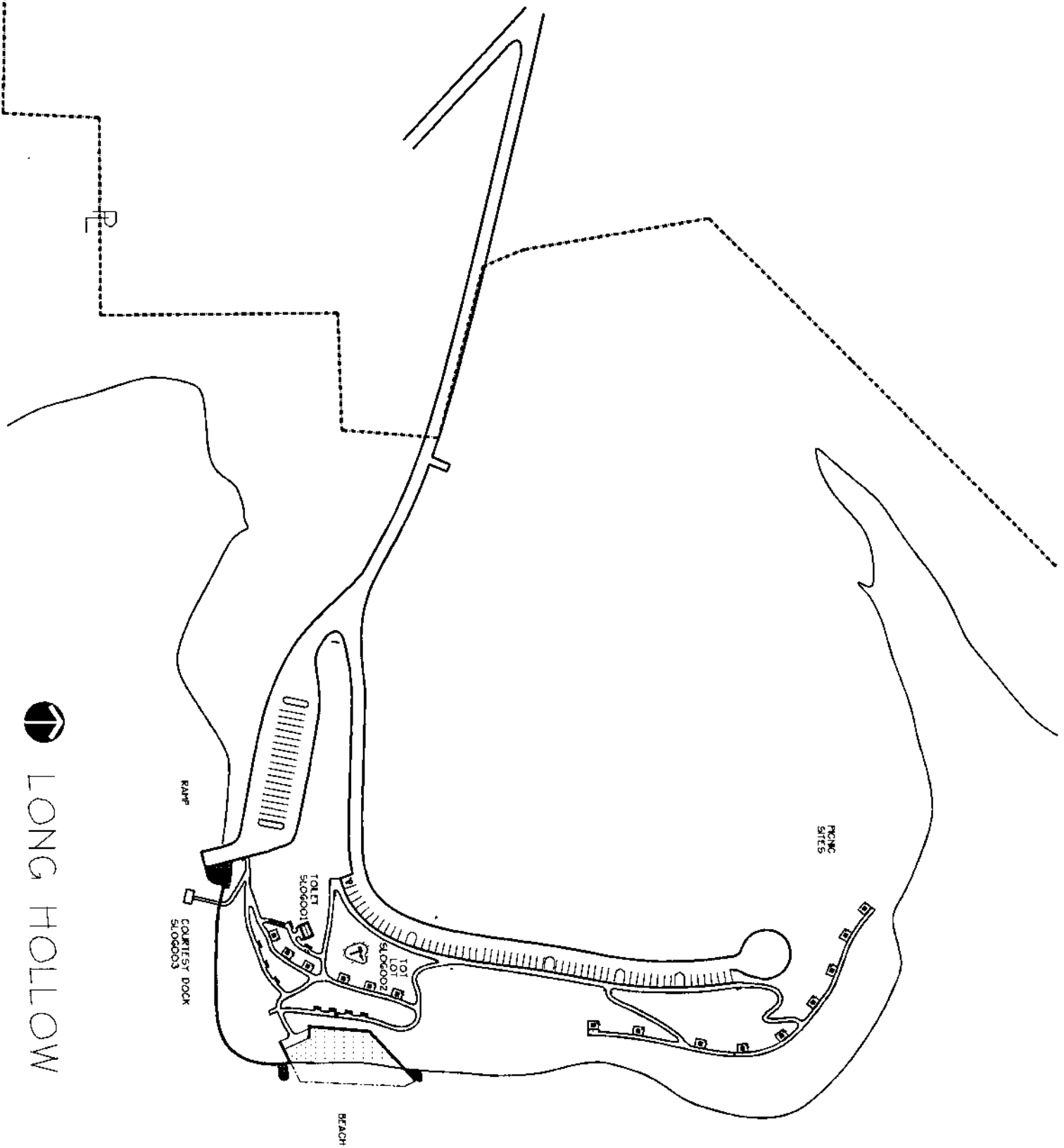




LITTLE RIVER

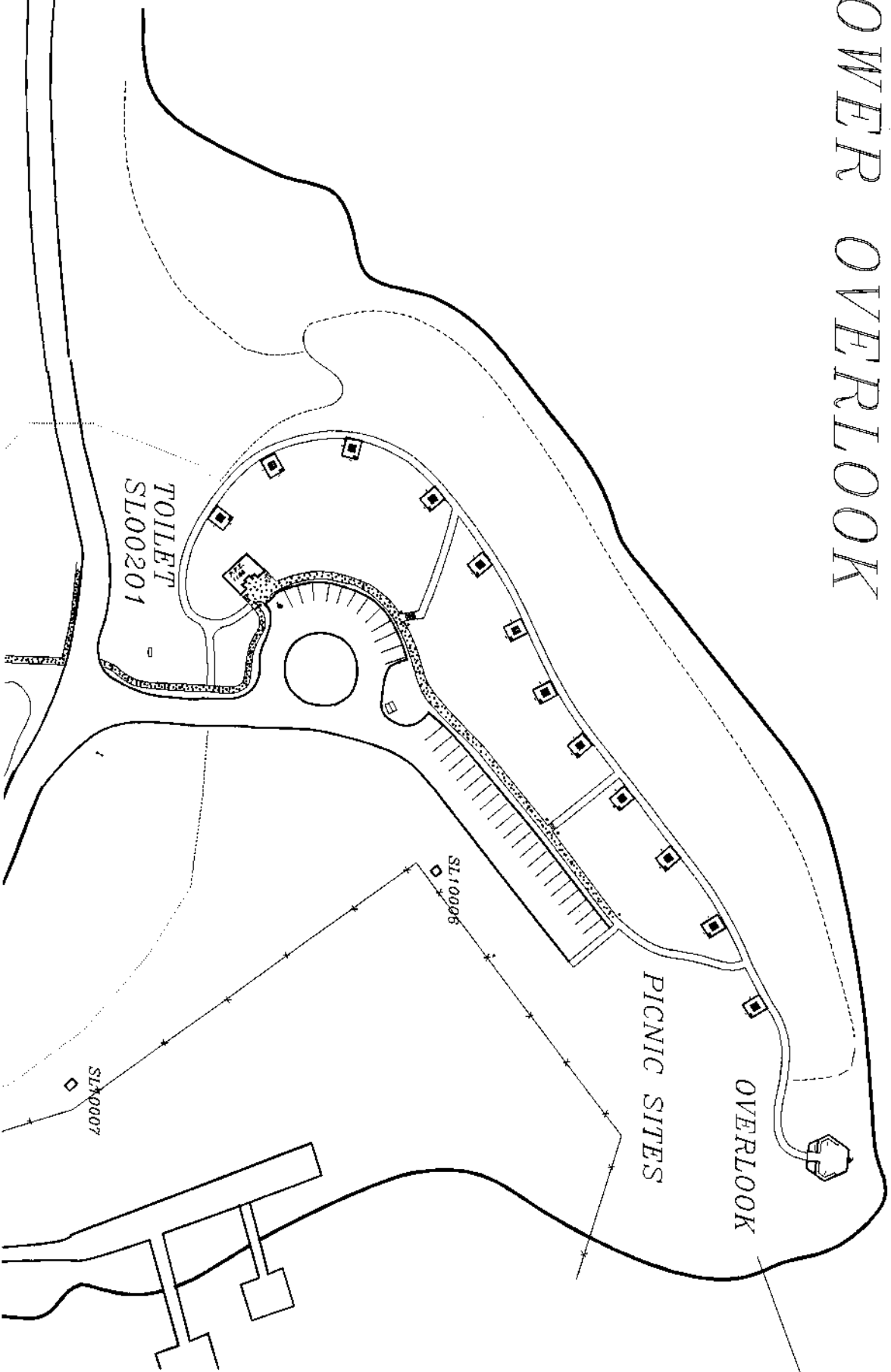


LITTLE SHOAL CREEK

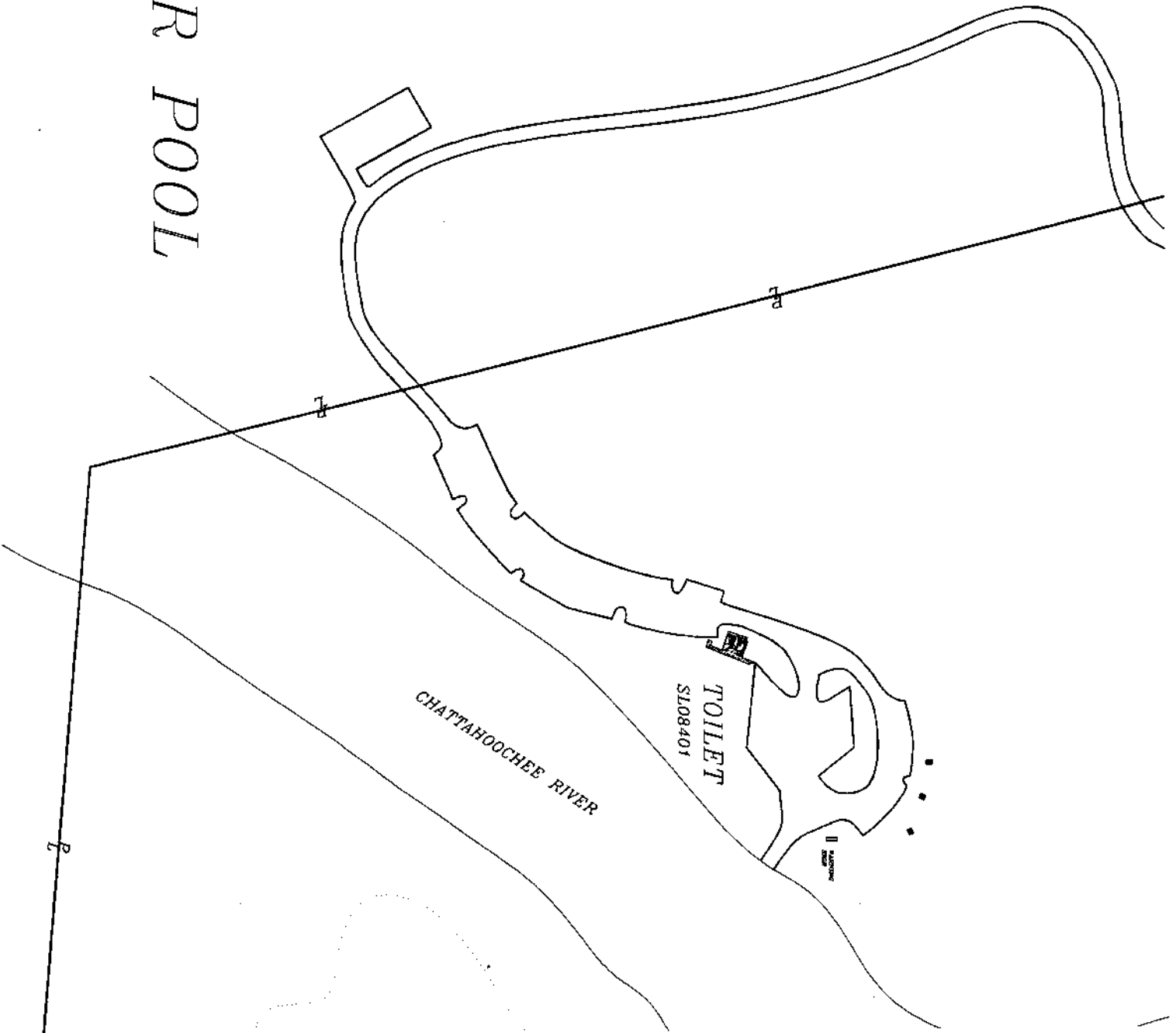


LONG HOLLOW

LOWER OVERLOOK

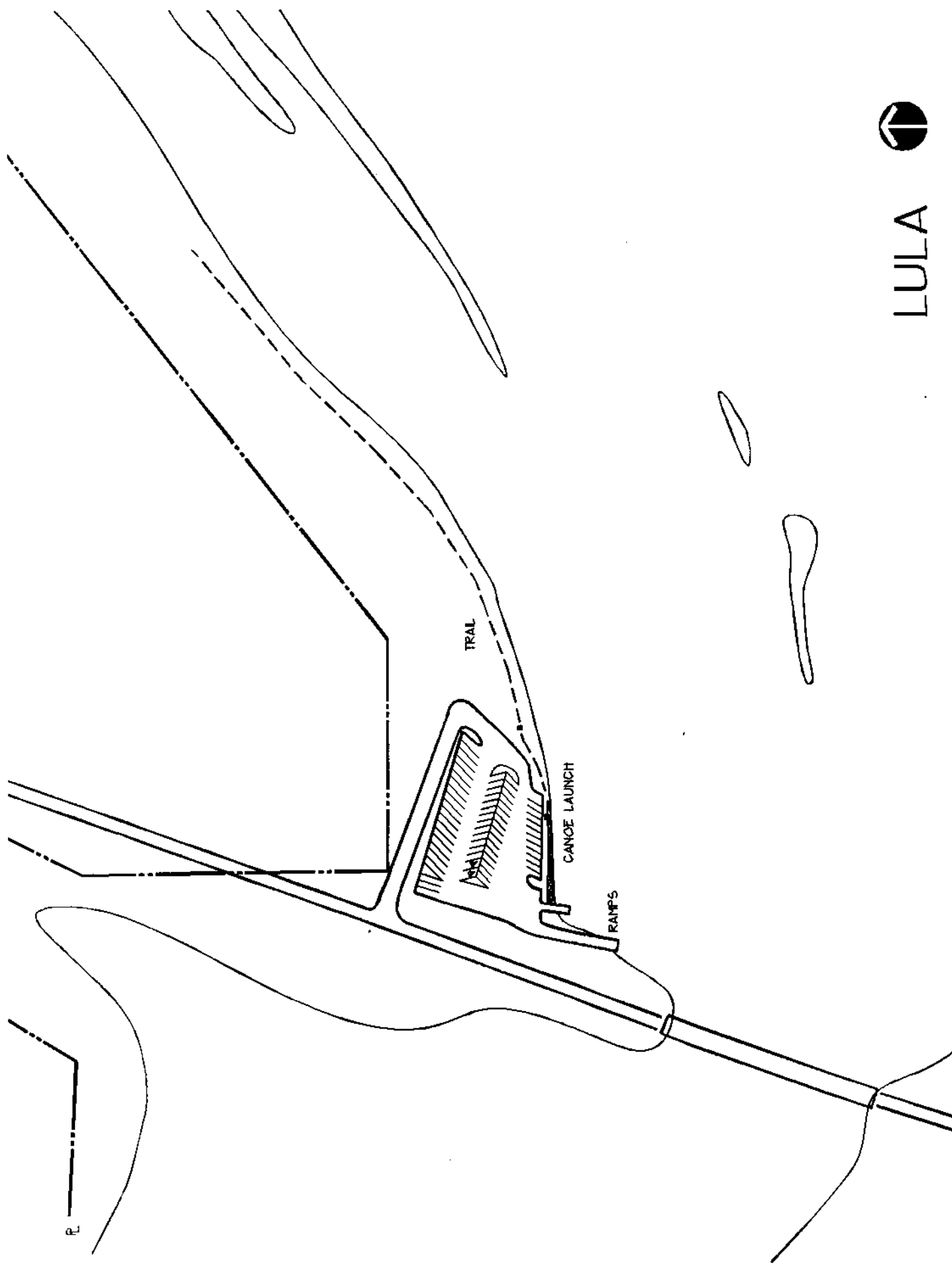


LOWER POOL

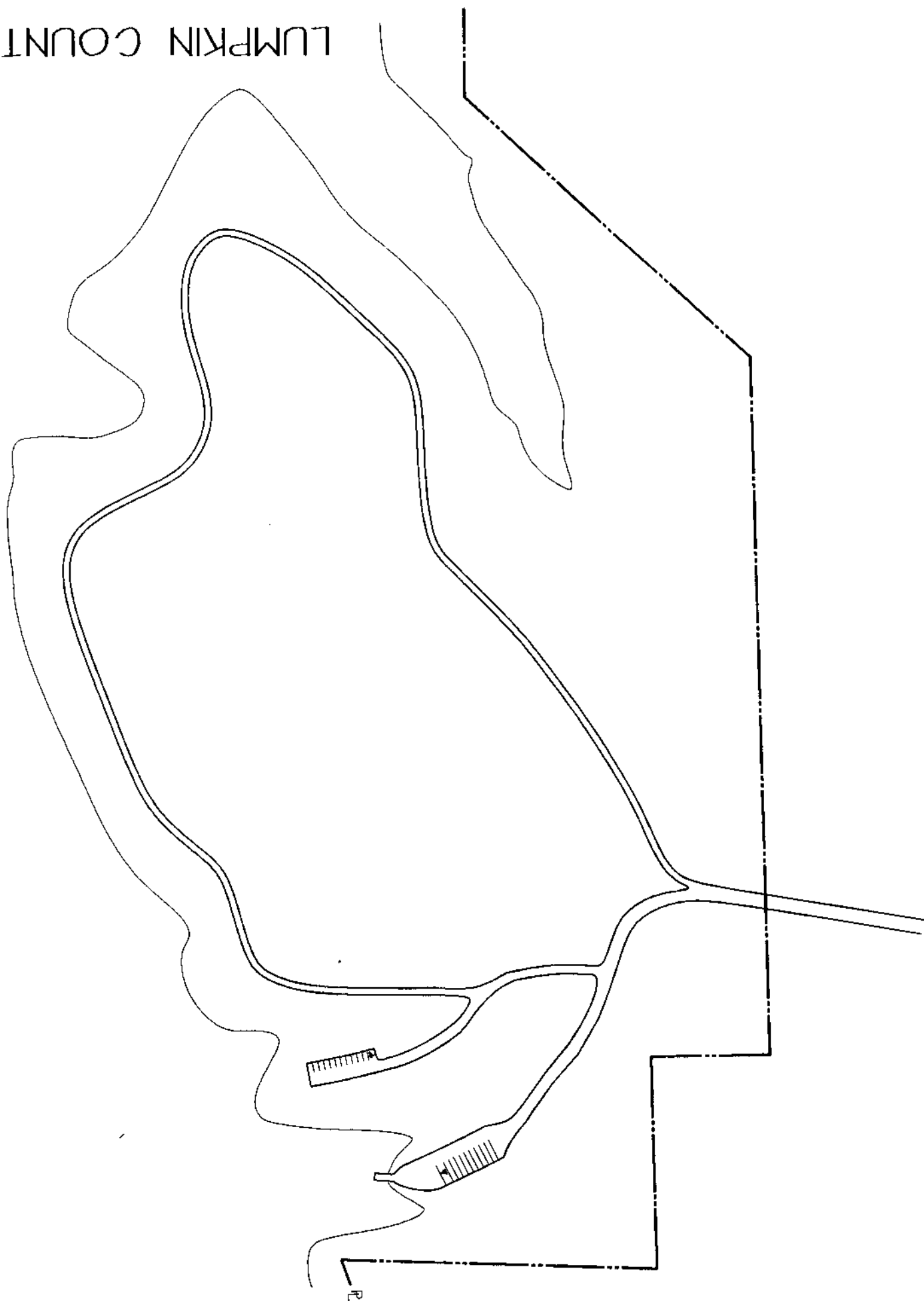


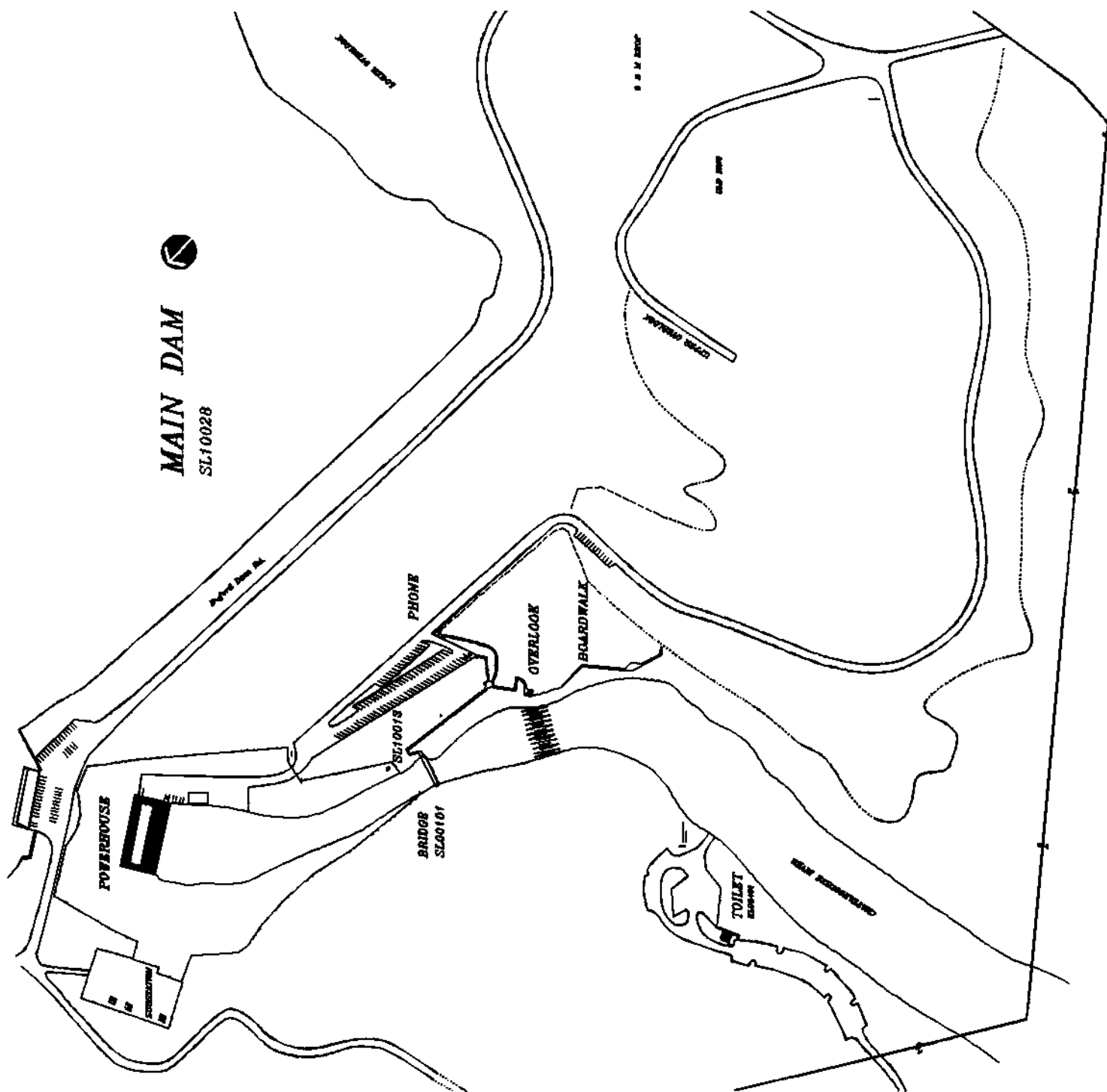


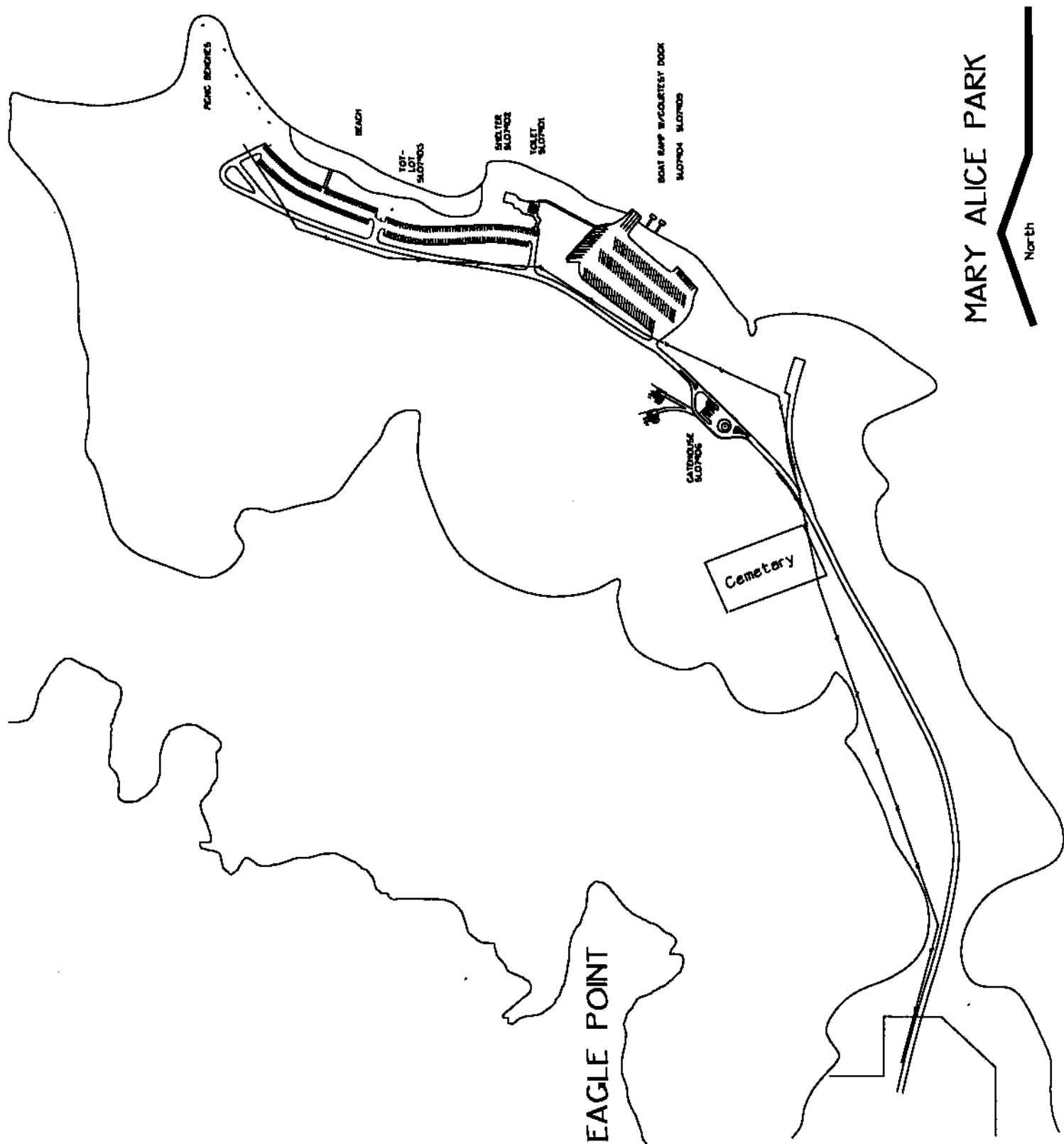
LULA

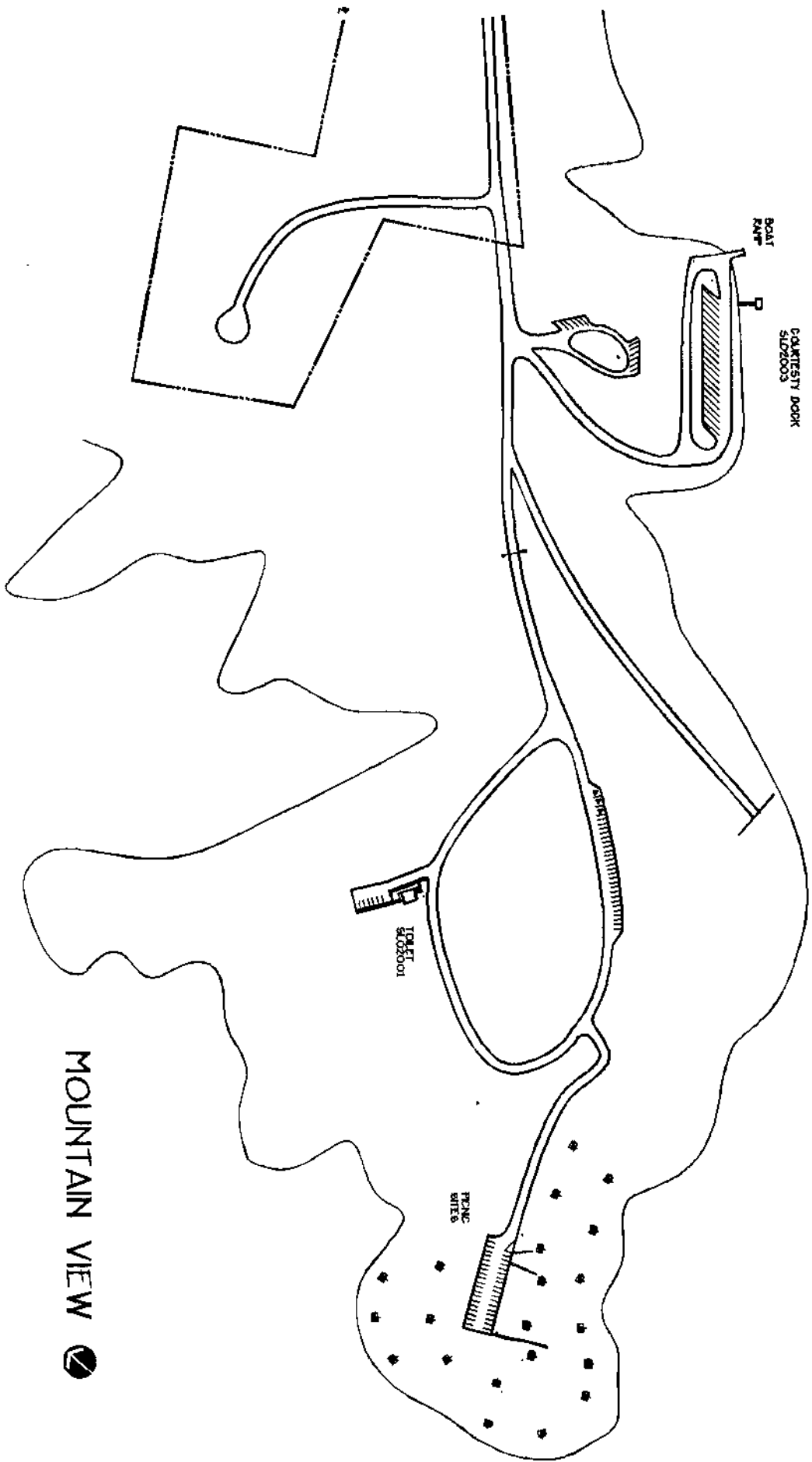


LUMPKIN COUNTY





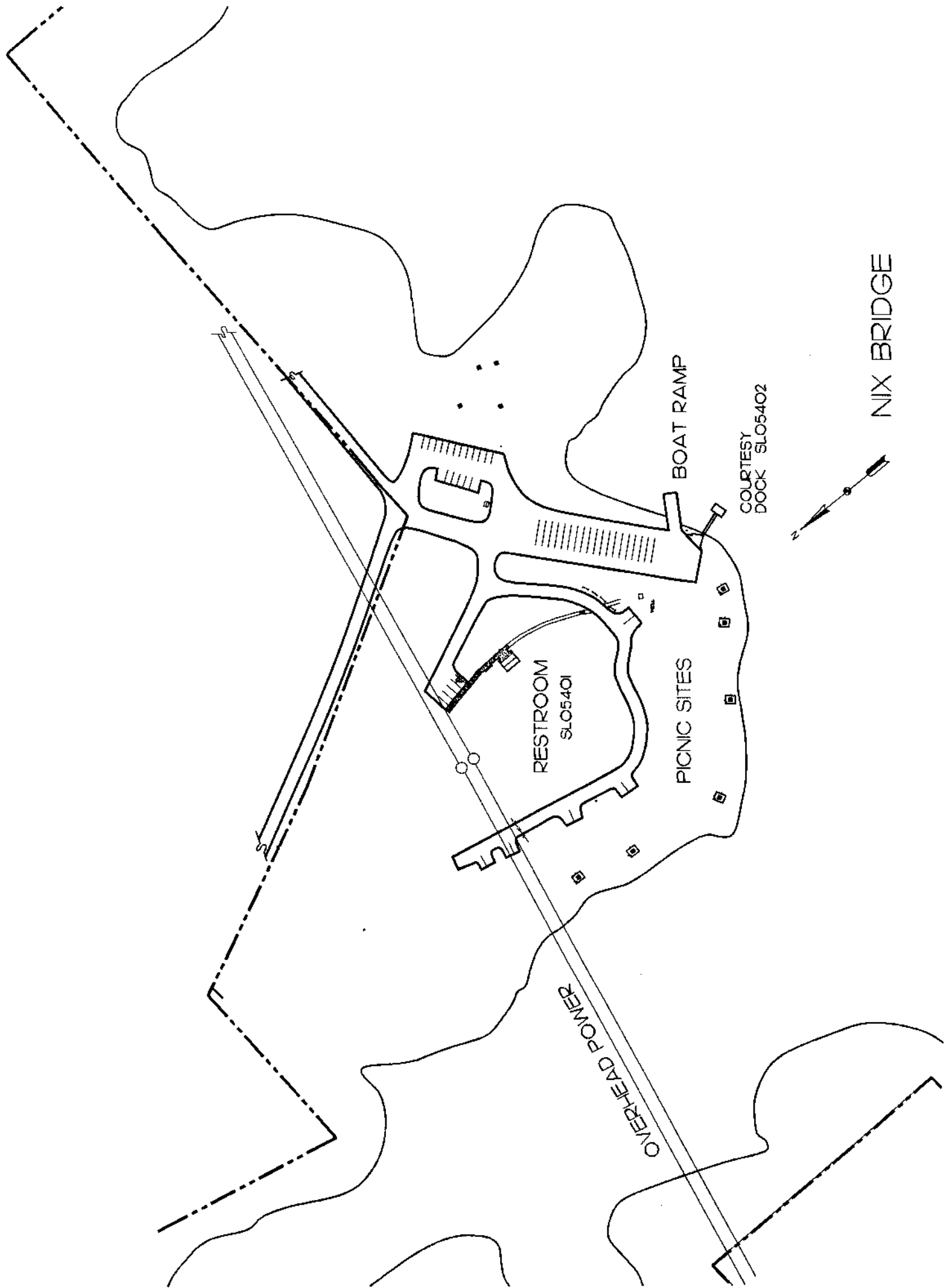




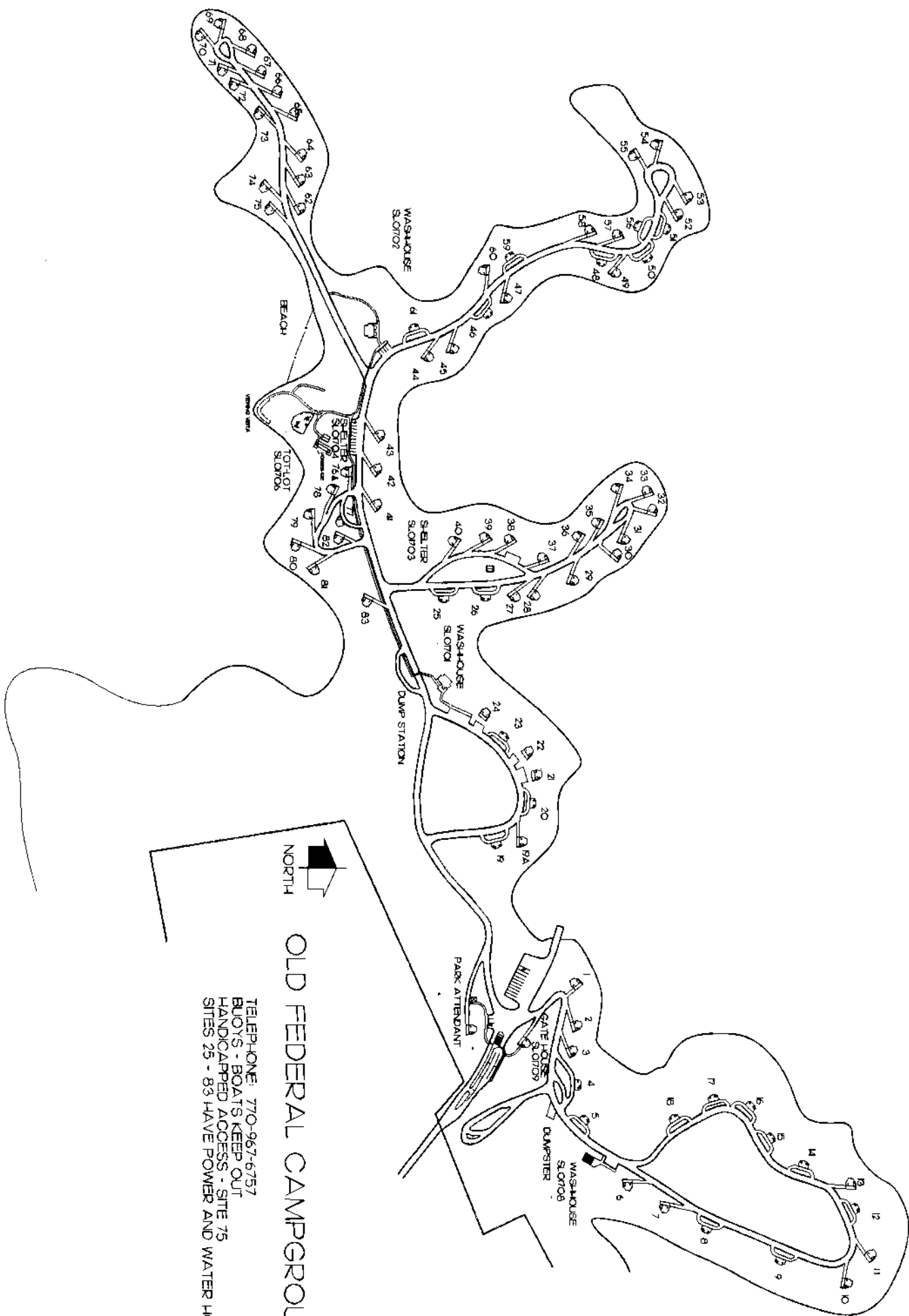
MOUNTAIN VIEW



MUD CREEK BRIDGE ACCESS

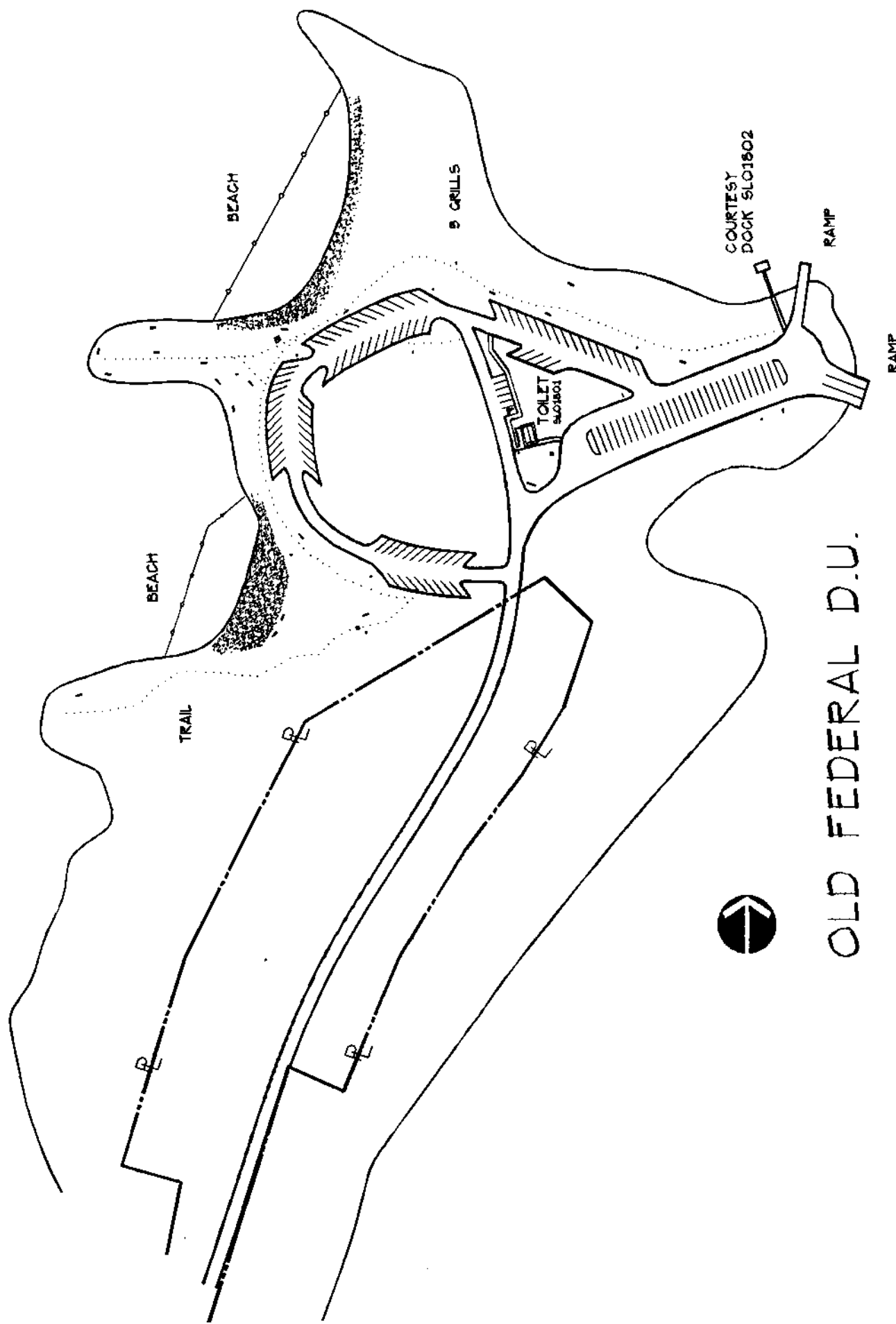


NIX BRIDGE

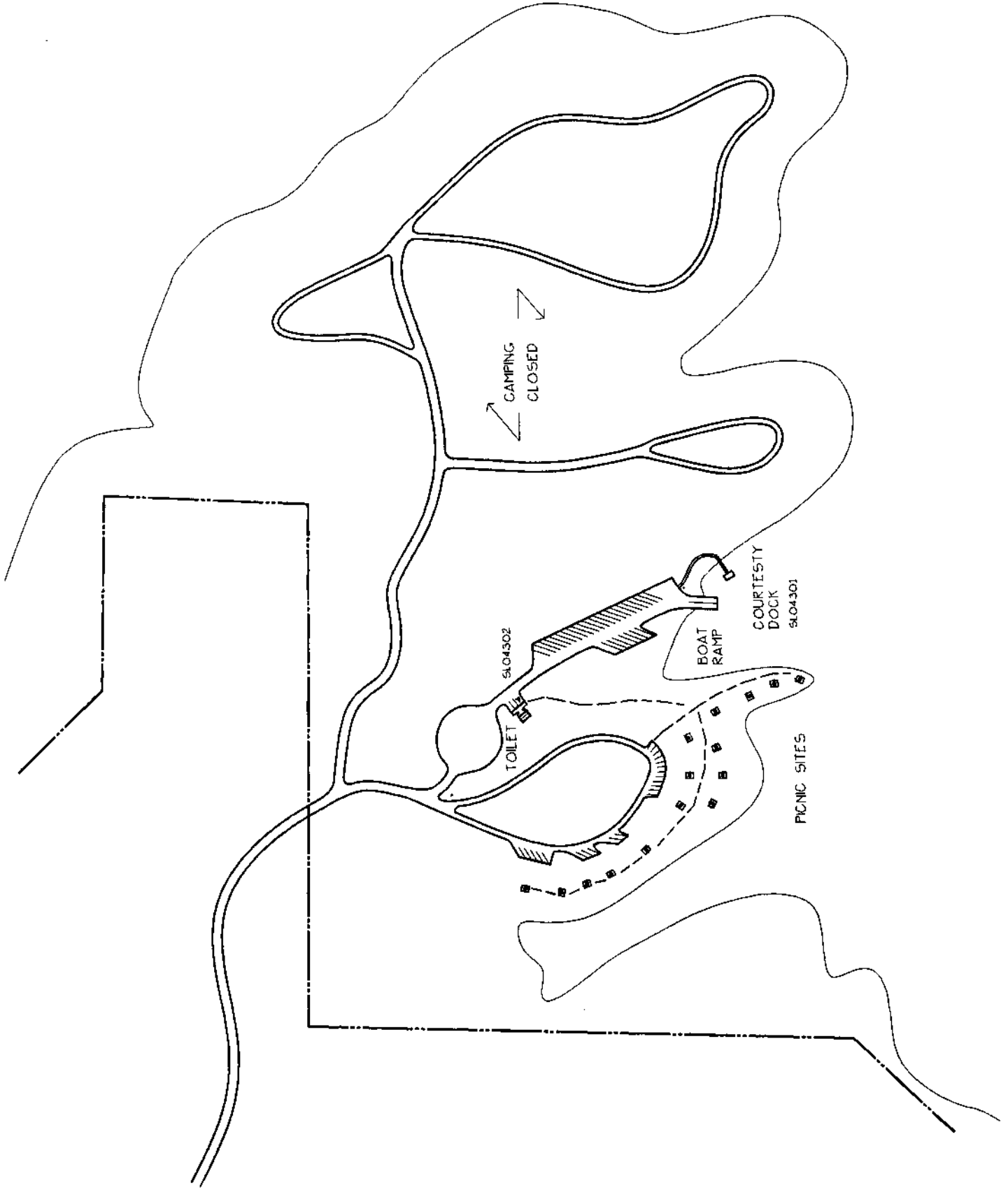


OLD FEDERAL CAMPGROUND

TELEPHONE: 770-967-6757
 BUOYS - BOATS KEEP OUT
 HANDICAPPED ACCESS - SITE 75
 SITES 25 - 83 HAVE POWER AND WATER HOOKUPS

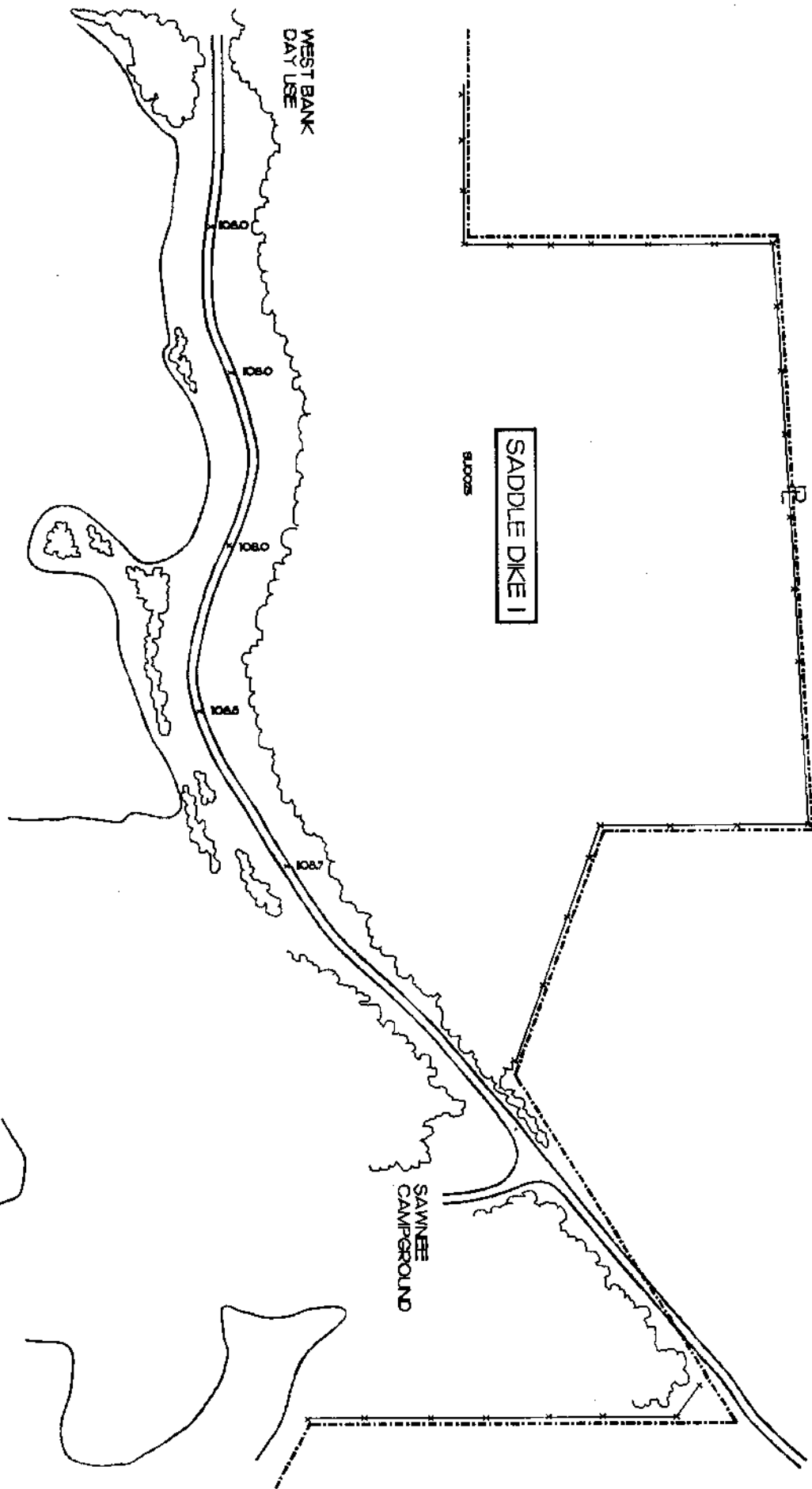


OLD FEDERAL D.U.



ROBINSON





SADDLE DIKE 2

SL00026

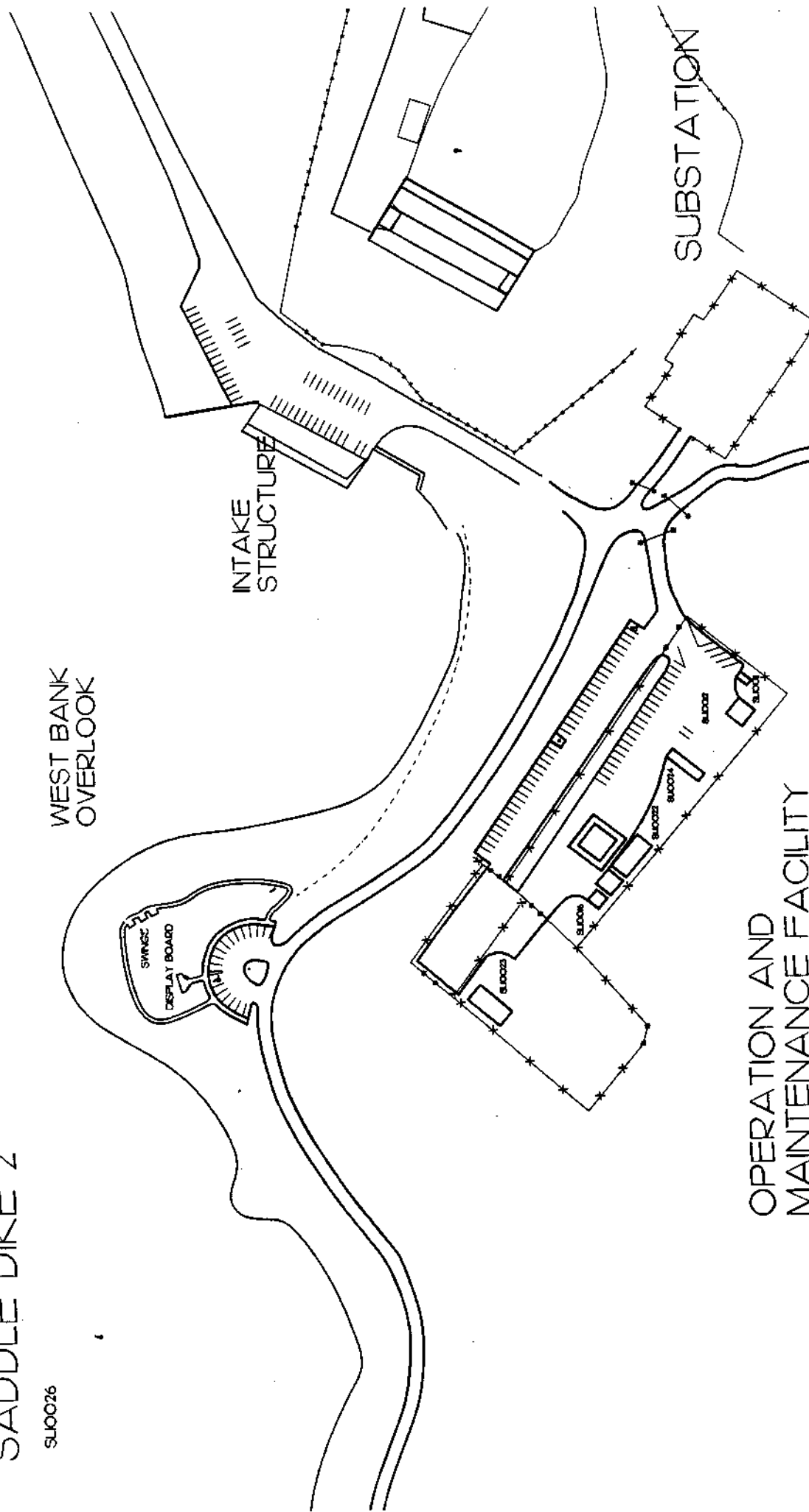
WEST BANK
OVERLOOK

SWING
DISPLAY BOARD

INTAKE
STRUCTURE

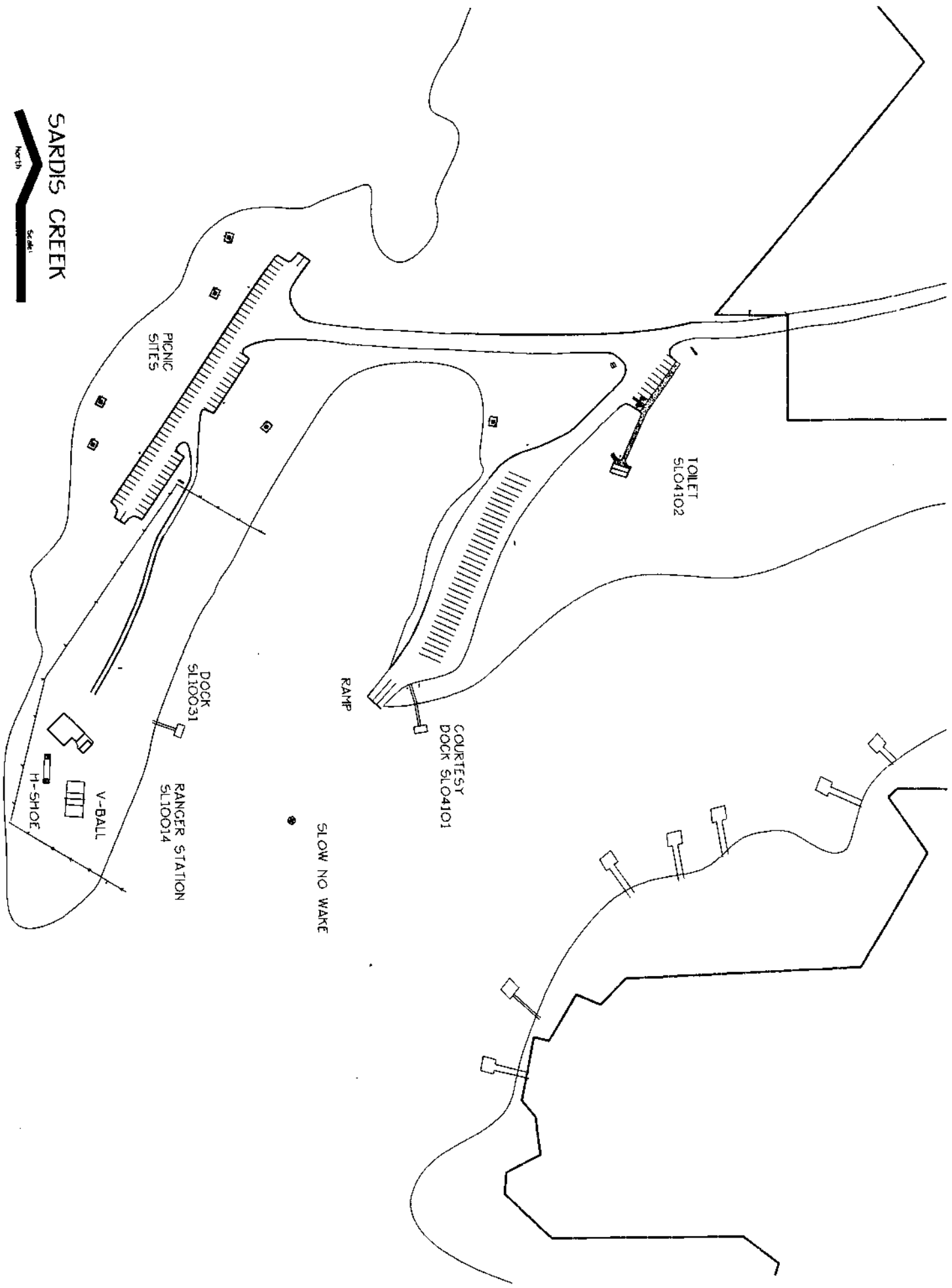
SUBSTATION

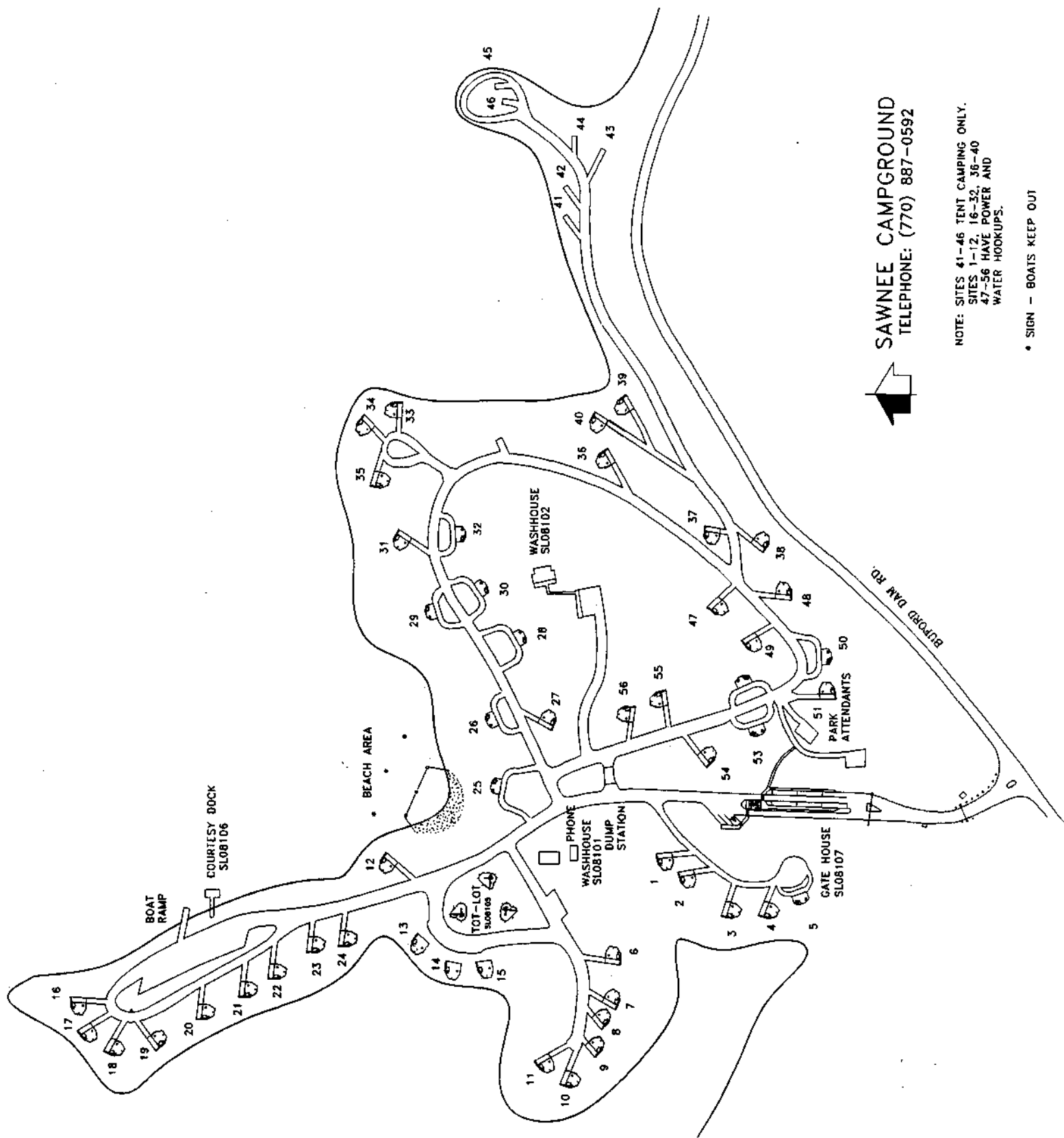
OPERATION AND
MAINTENANCE FACILITY



SARDIS CREEK

North
Scale






SAWNEE CAMPGROUND
TELEPHONE: (770) 887-0592

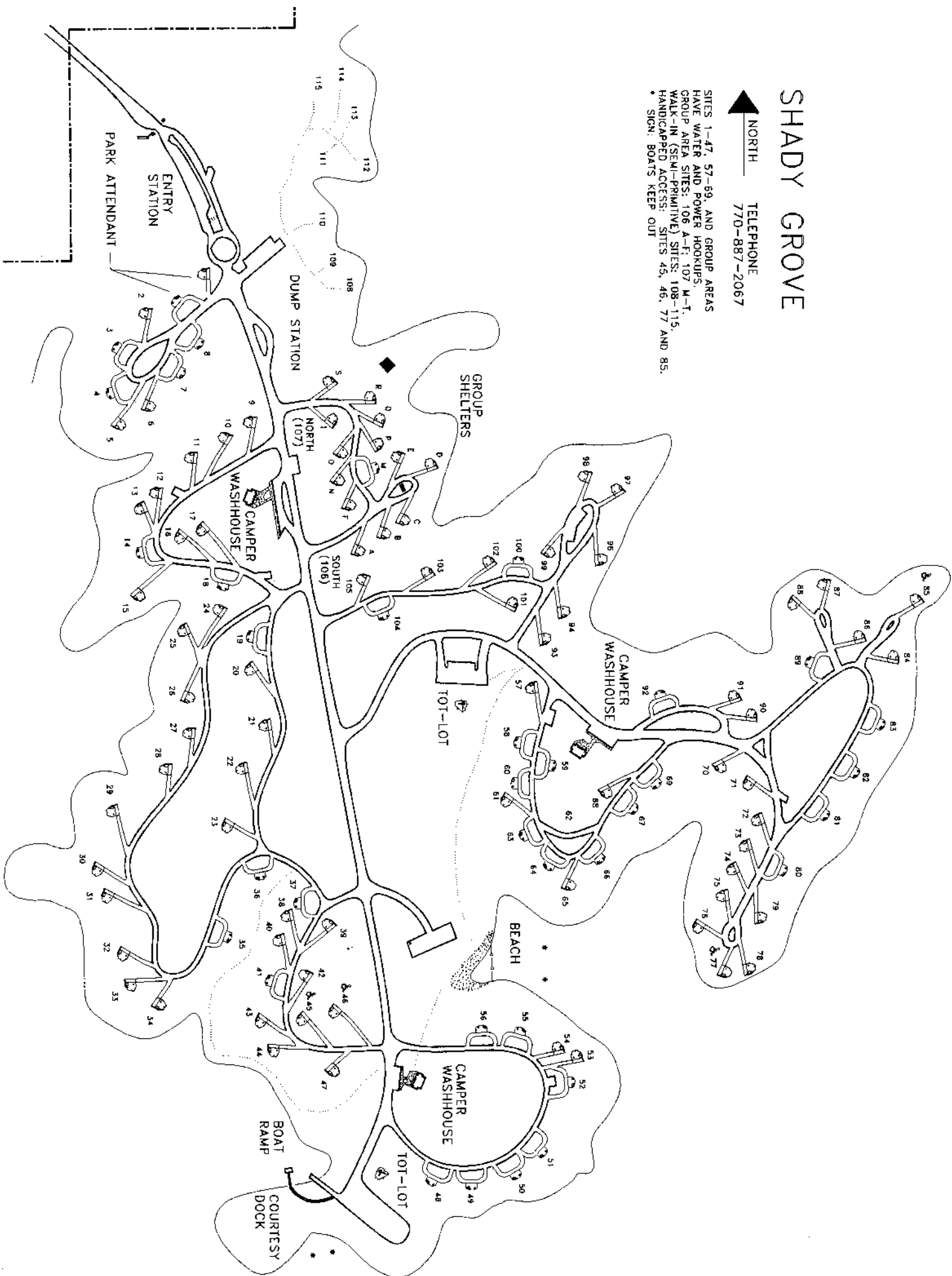
NOTE: SITES 41-46 TENT CAMPING ONLY.
SITES 1-12, 16-32, 36-40
47-56 HAVE POWER AND
WATER HOOKUPS.

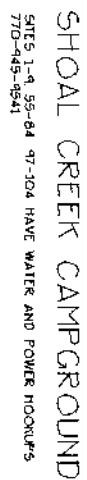
* SIGN - BOATS KEEP OUT

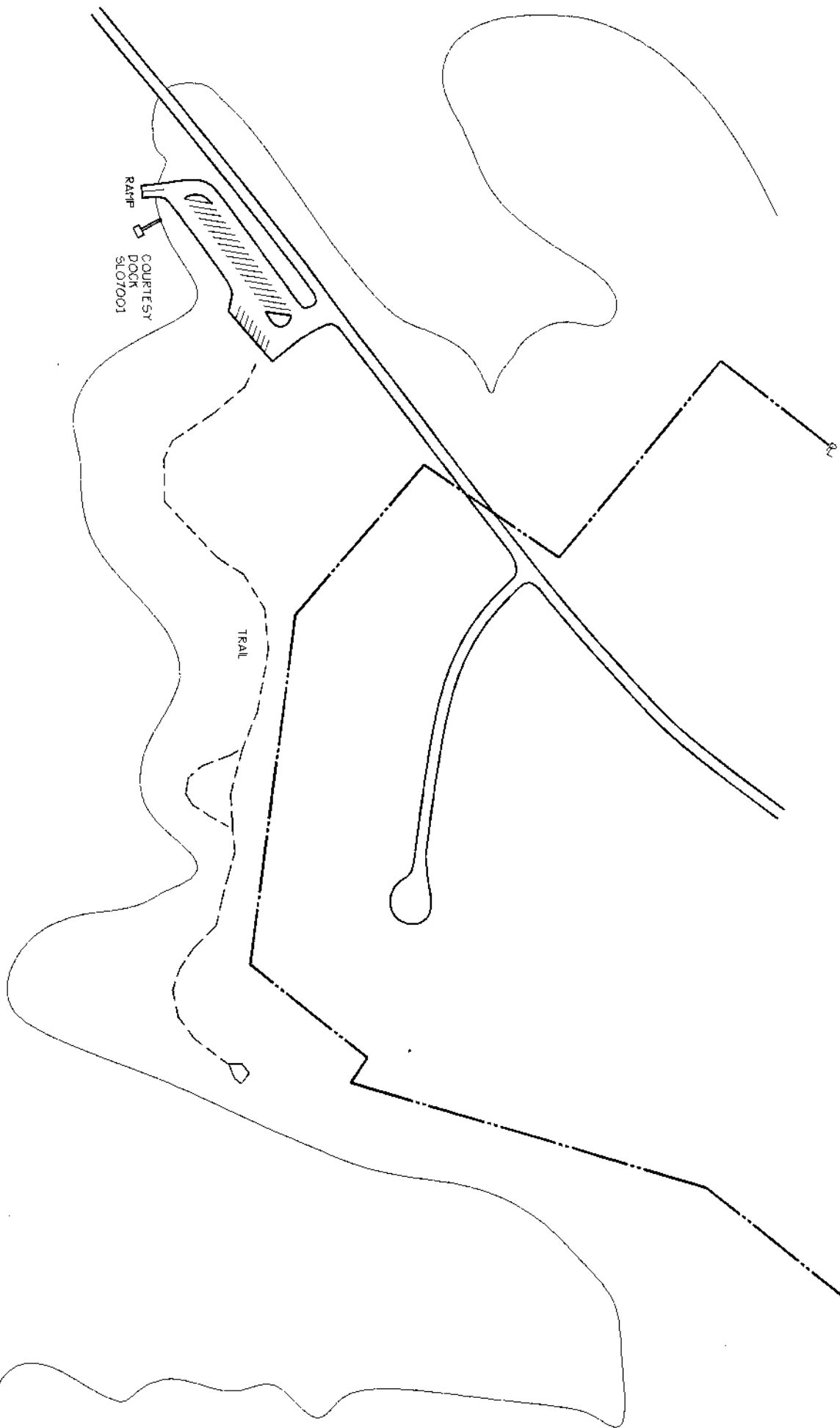
SHADY GROVE

 NORTH
 TELEPHONE
 770-887-2067

SITES 1-47, 57-69, AND GROUP AREAS
 HAVE WATER AND POWER HOOKUPS.
 GROUP AREA SITES: 106 A-F, 107 M-T,
 WALK-IN (SEMI-PRIMITIVE) SITES: 108-115.
 HANDICAPPED ACCESS: SITES 45, 46, 77 AND 85.
 * SIGN: BOATS KEEP OUT

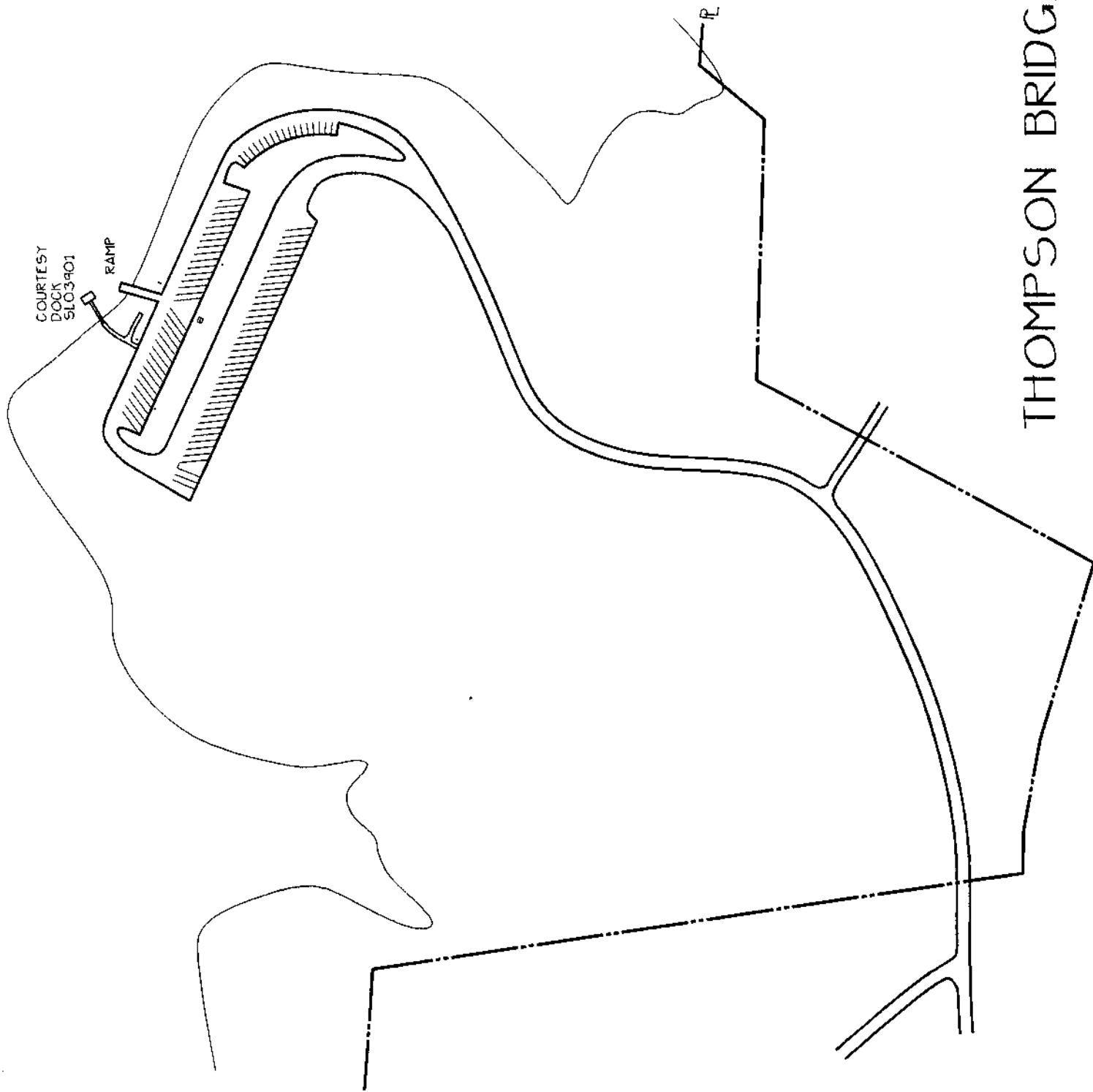




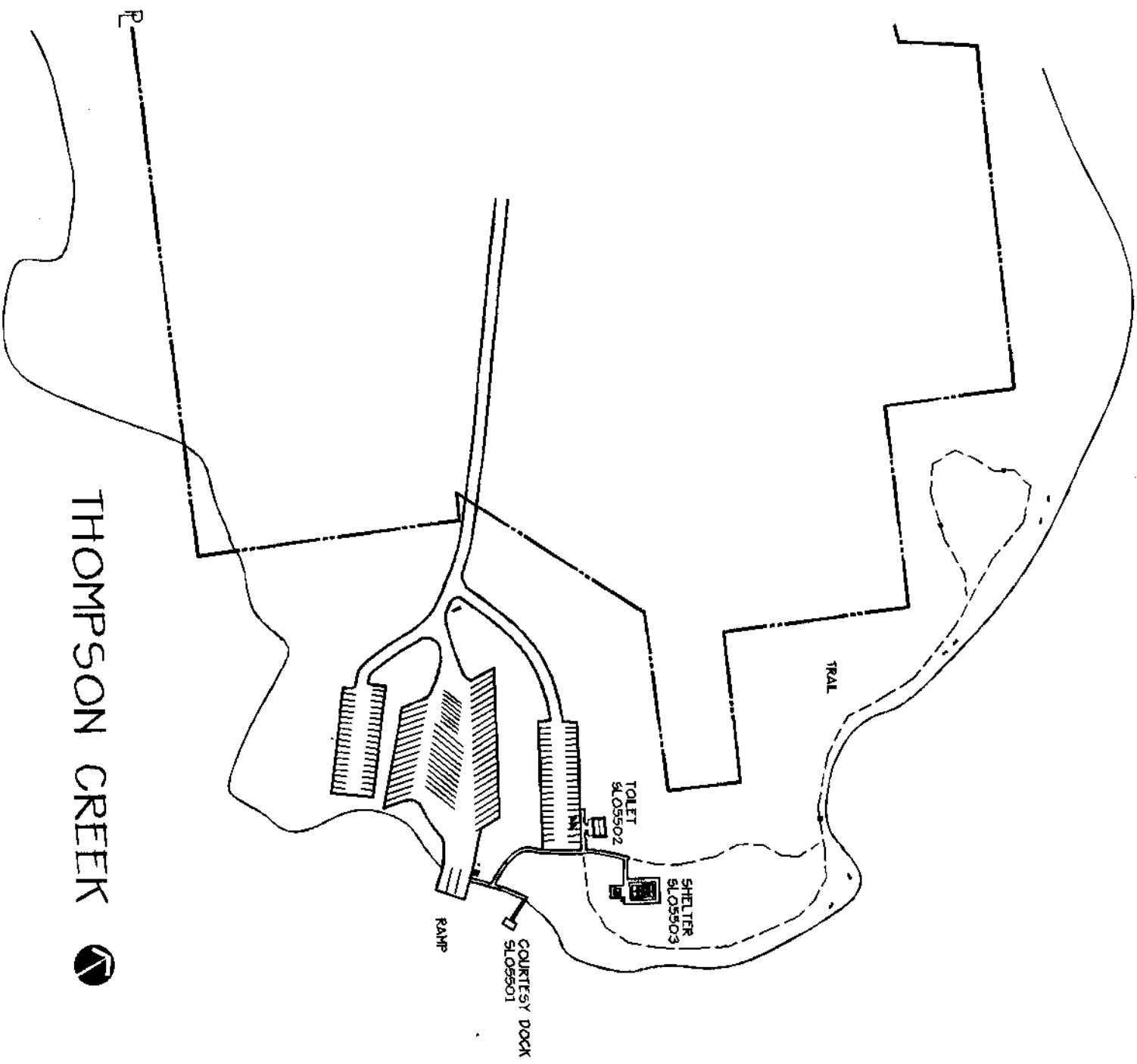


SIX MILE



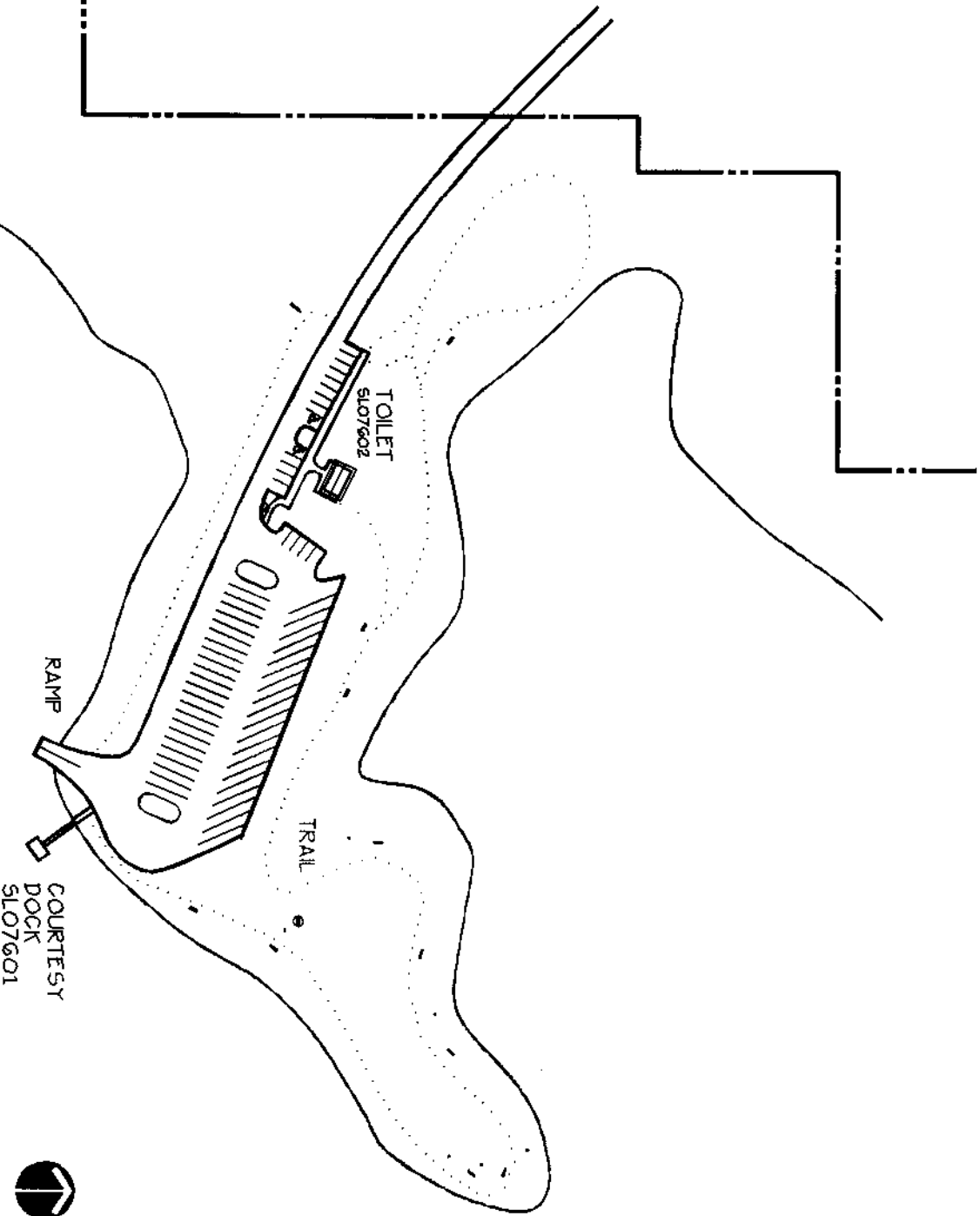


THOMPSON BRIDGE

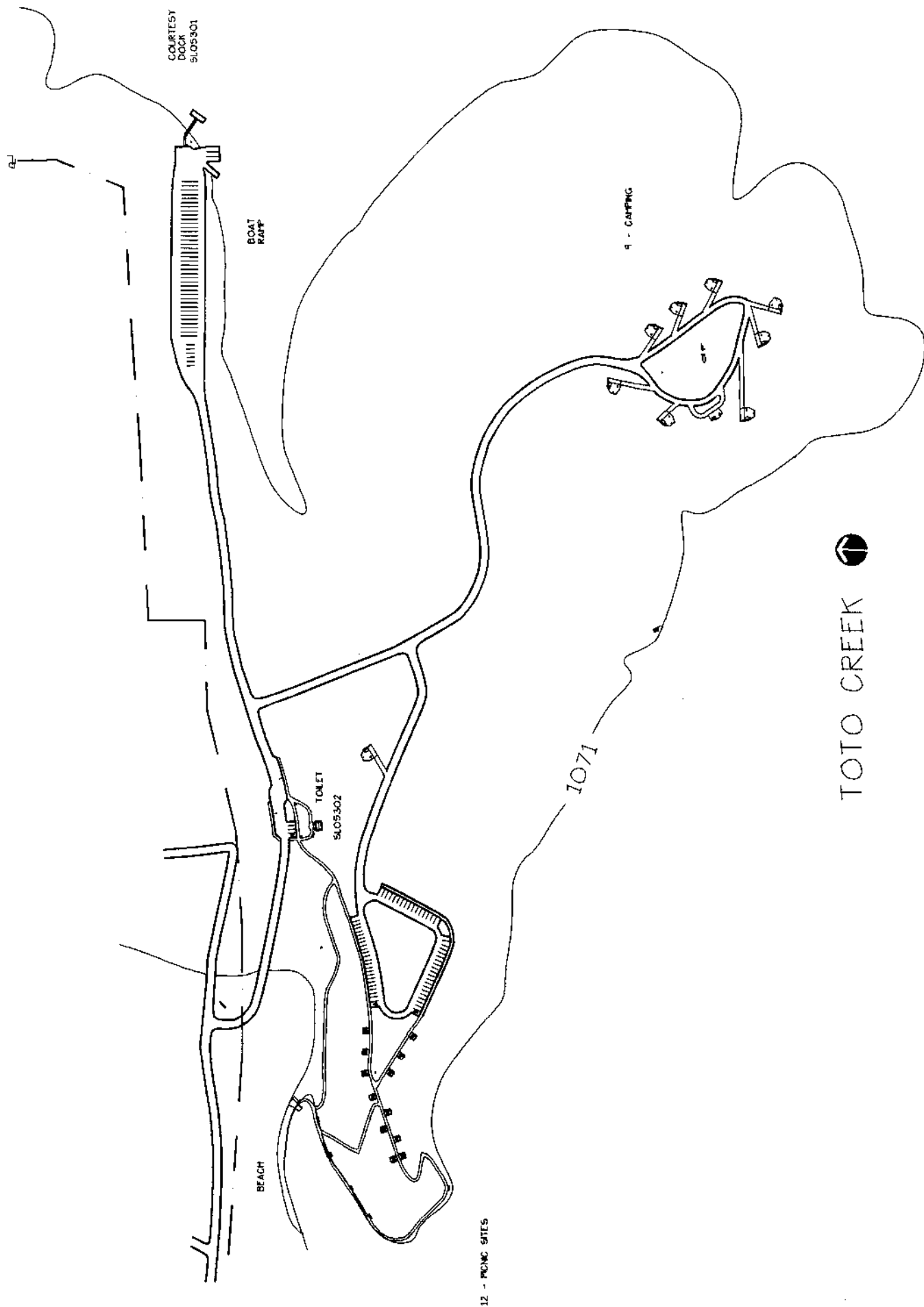


THOMPSON CREEK



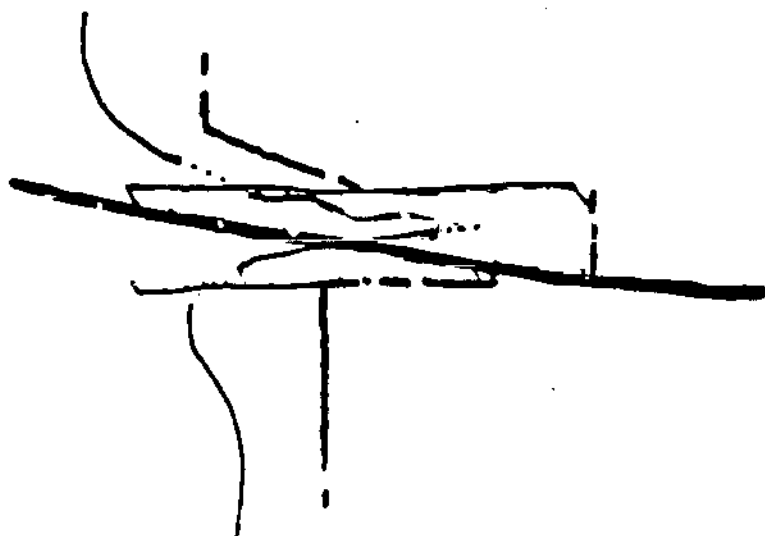


TIDWELL

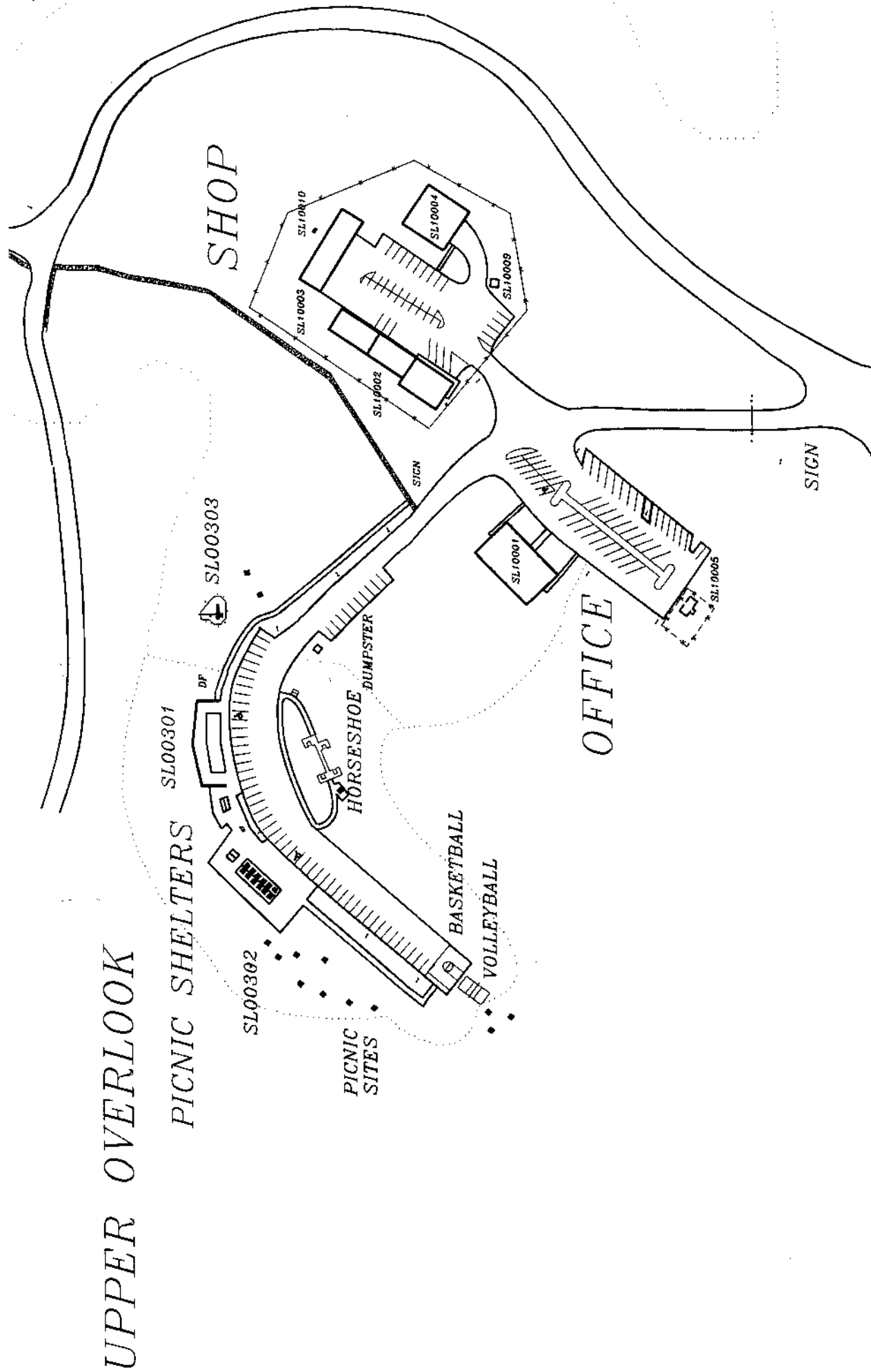


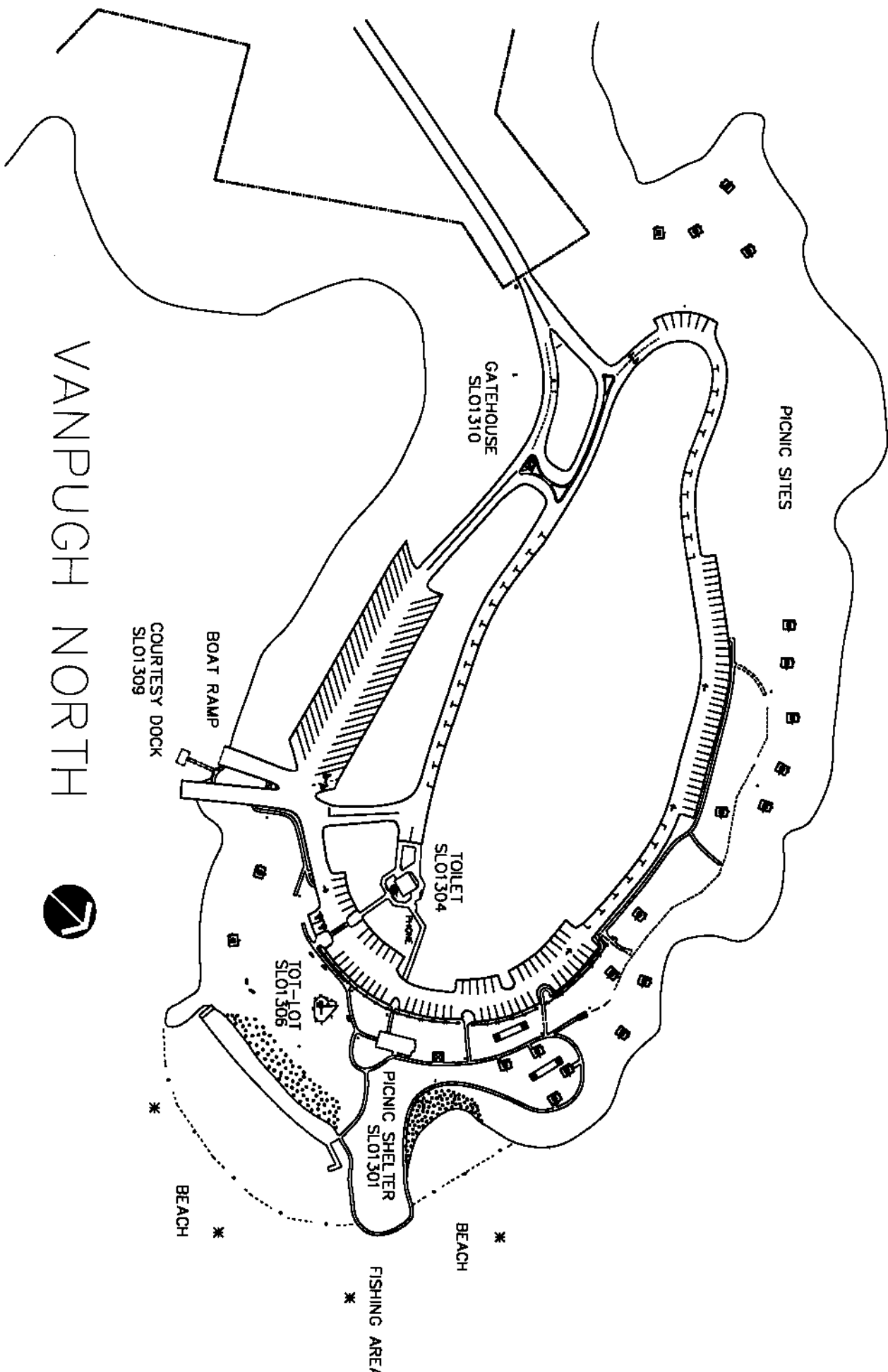
TOTO CREEK ↑





TWO MILE BRIDGE ACCESS



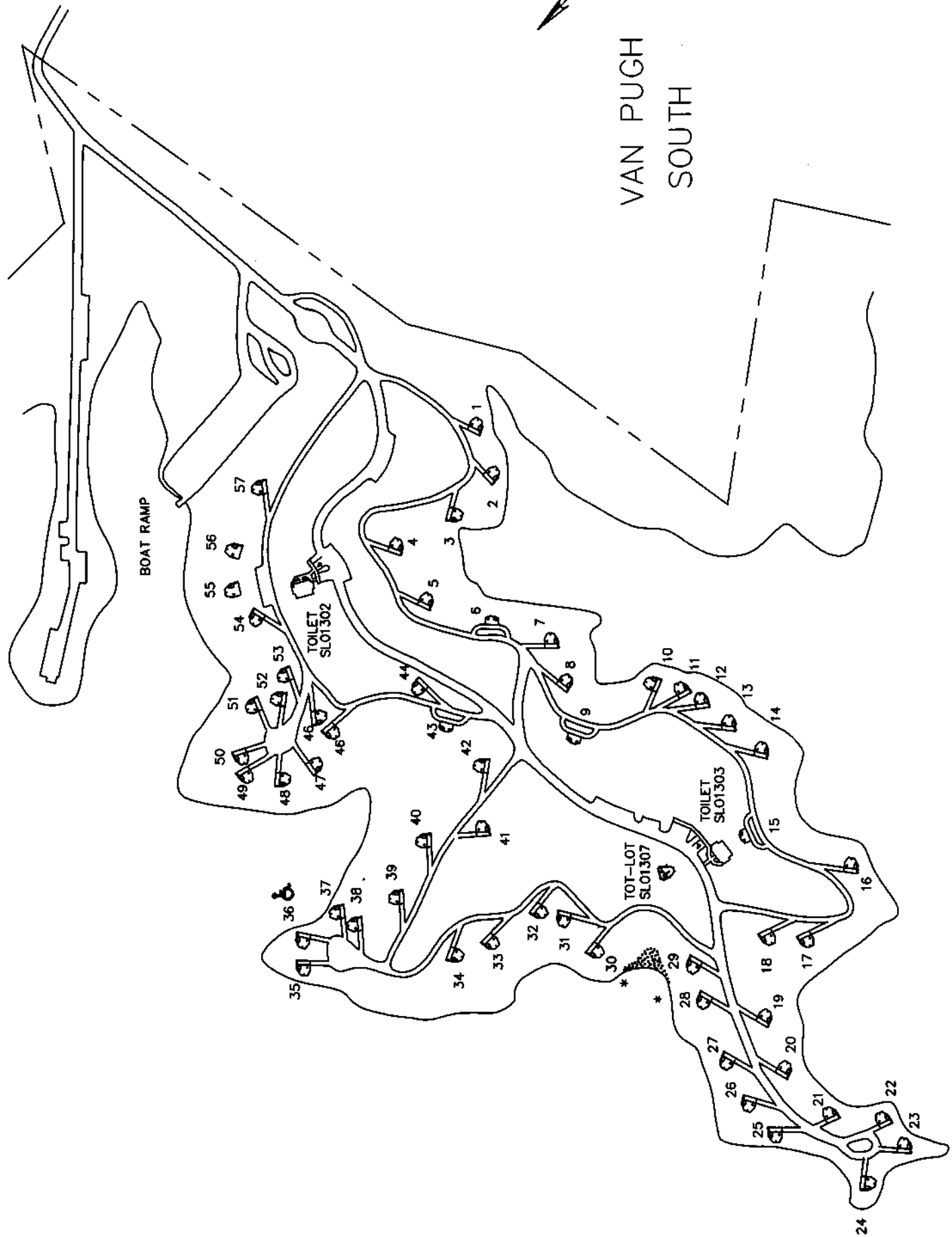


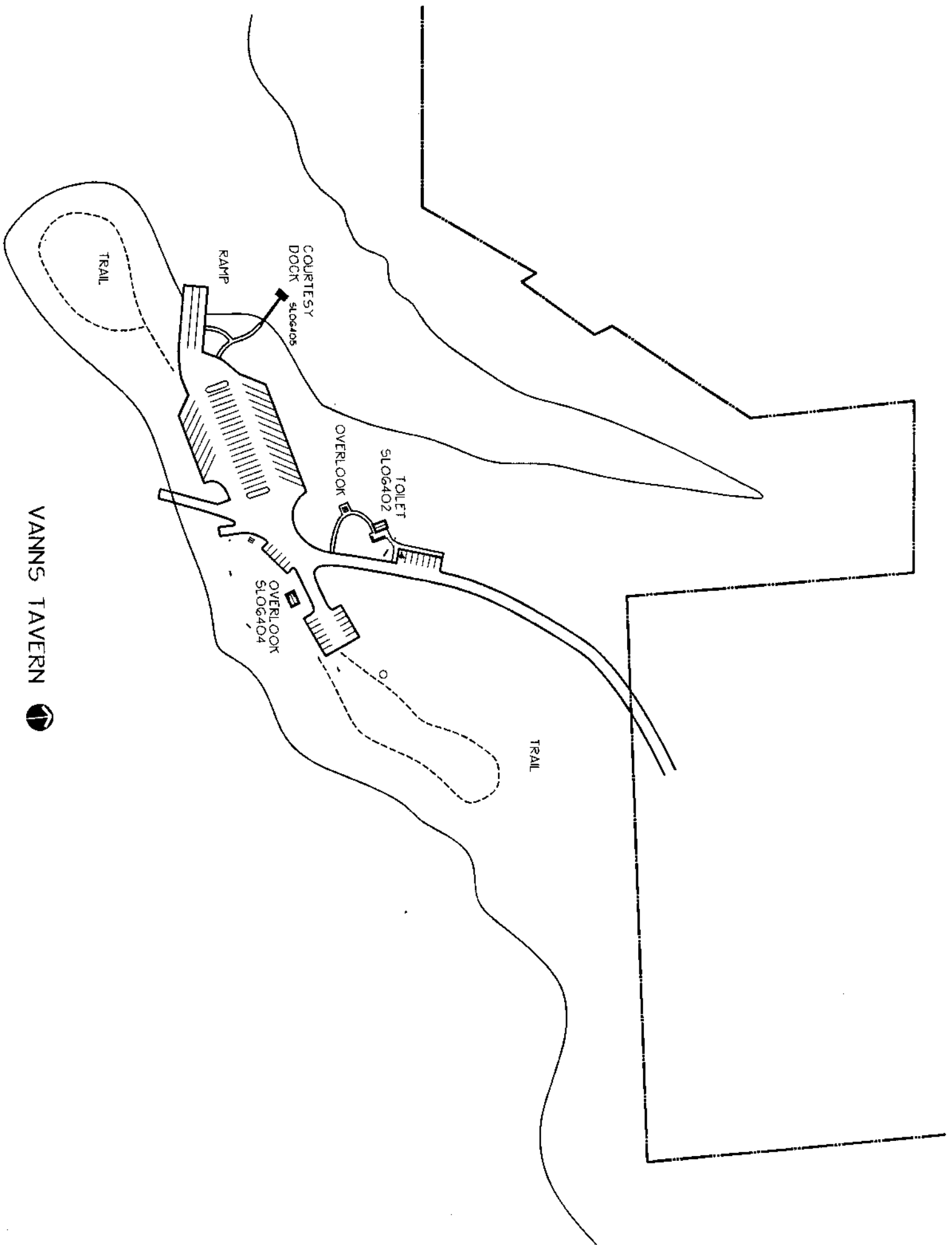
VANPUUGH NORTH





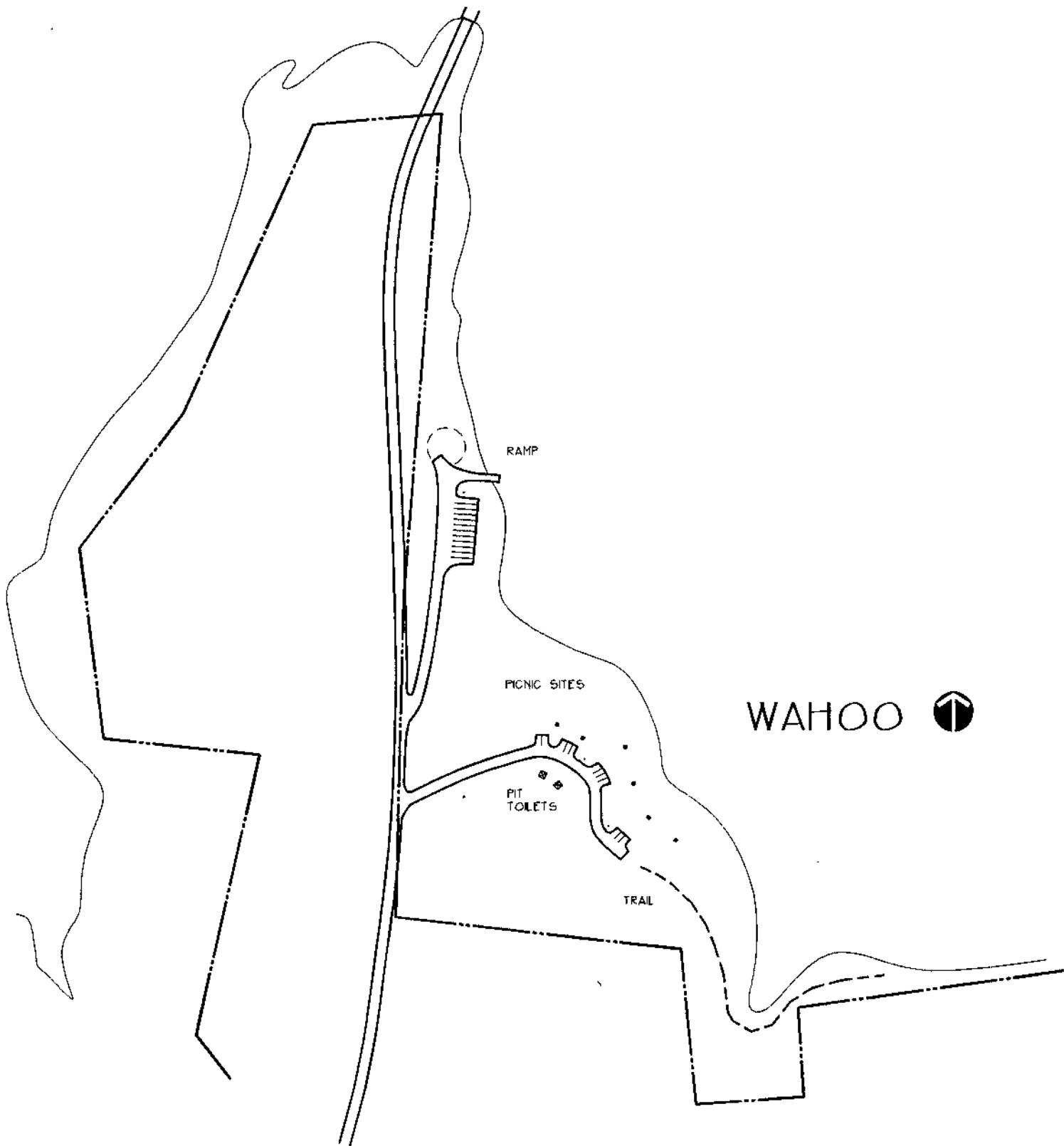
VAN PUGH
SOUTH

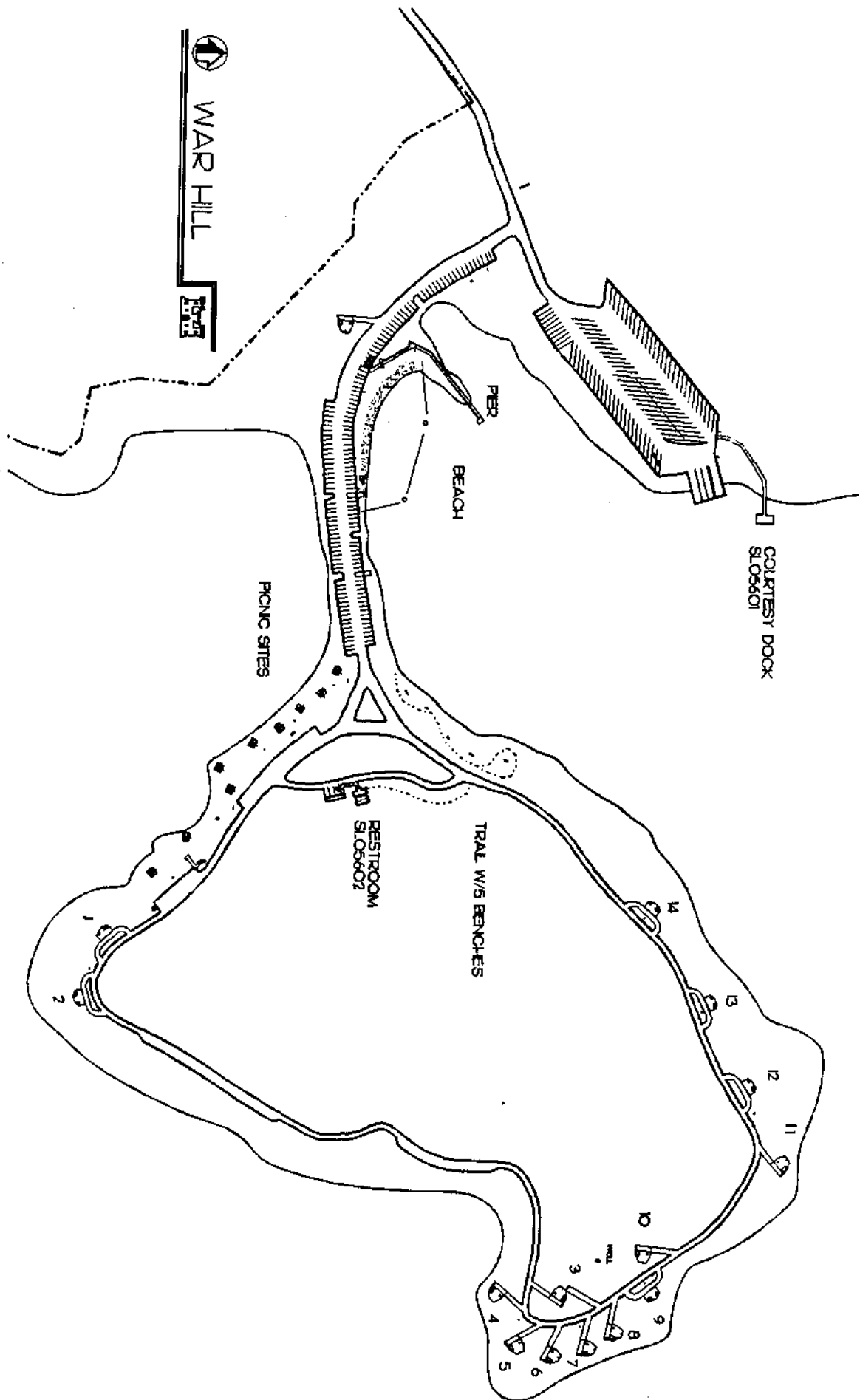




VANN'S TAVERN

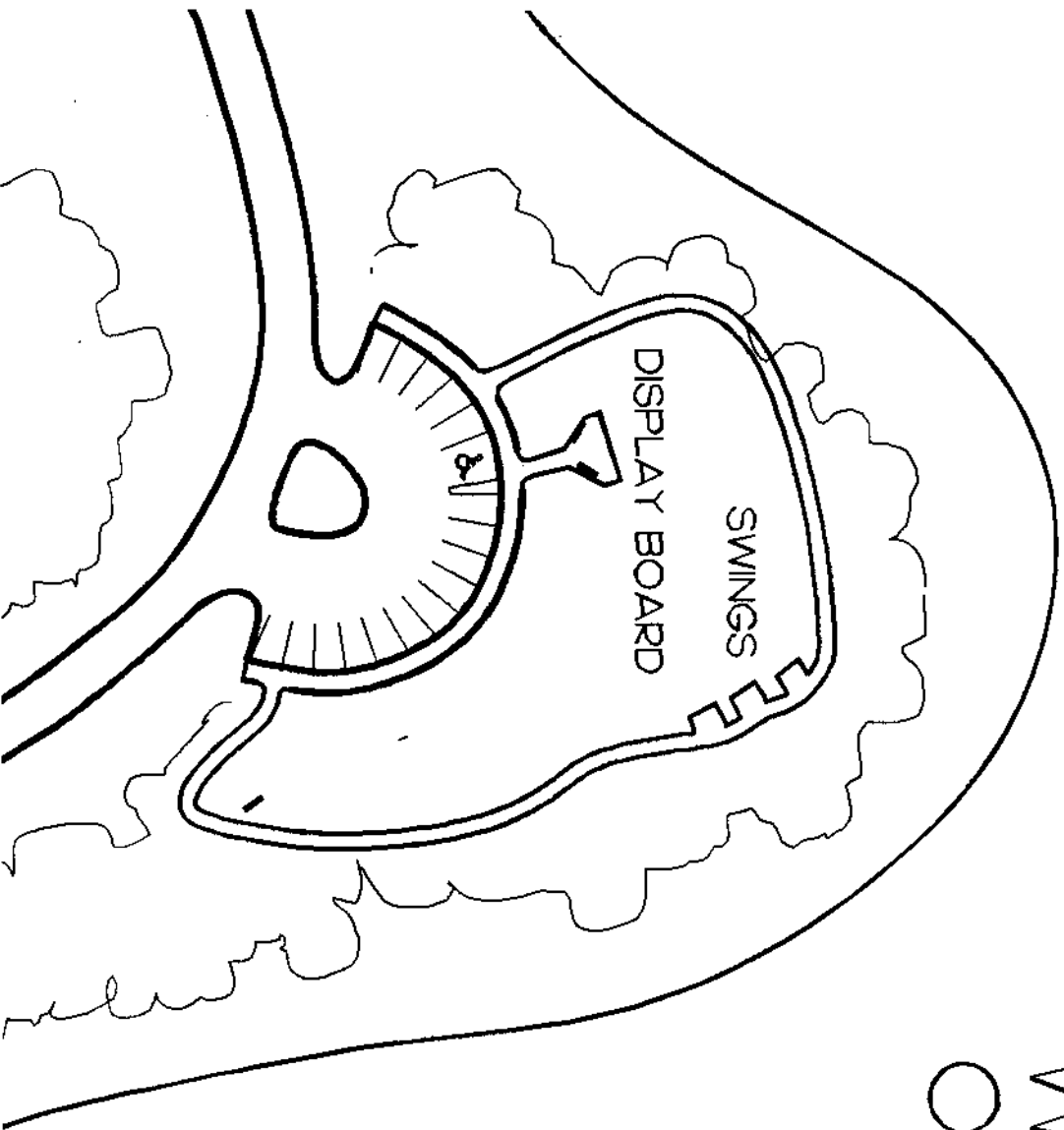


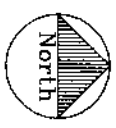
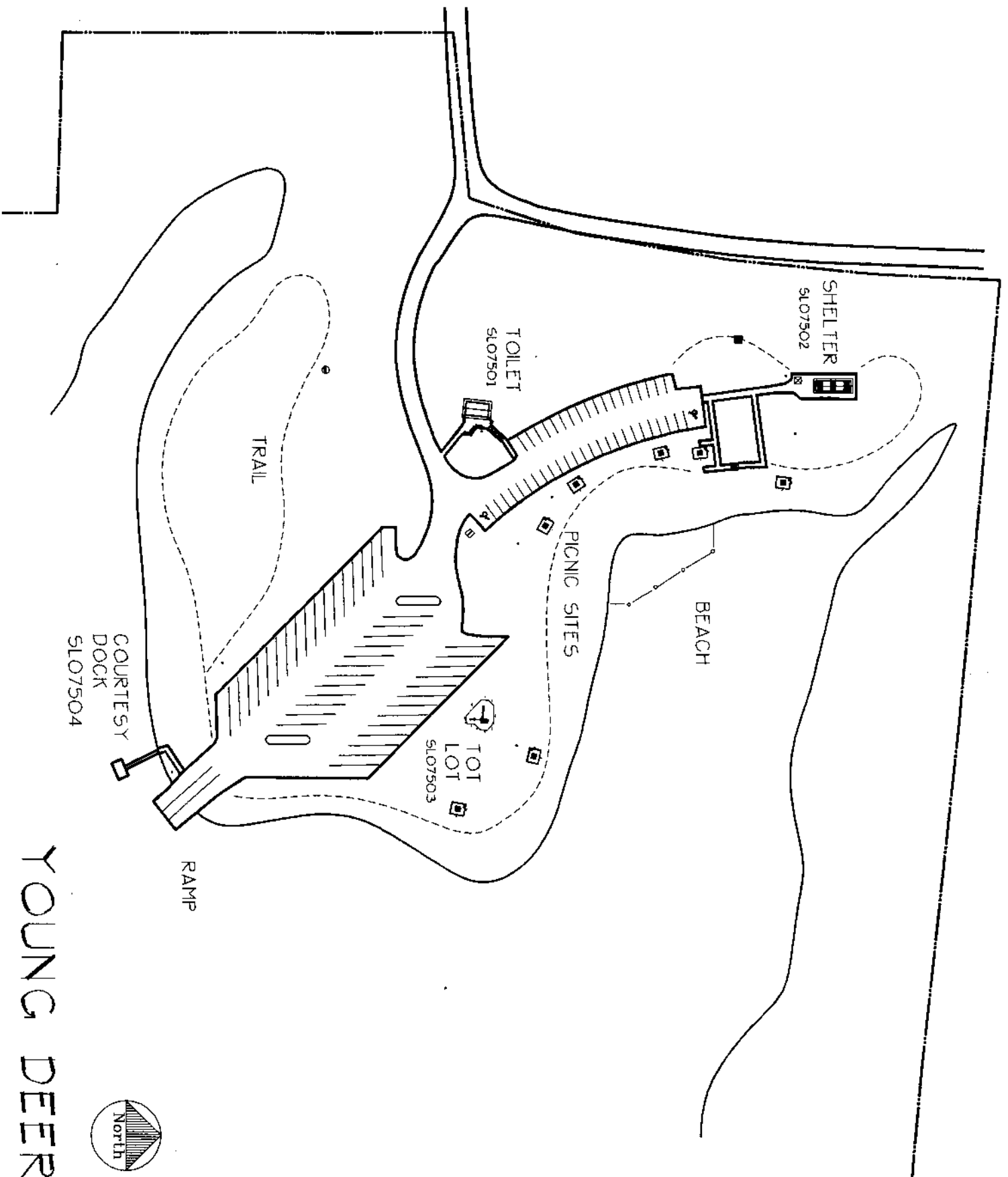






WEST BANK OVERLOOK





YOUNG DEER

EXHIBIT "C"

EXHIBIT: C
GOVERNMENT FURNISHED EQUIPMENT

DESCRIPTION

AERATOR,TRIPLE-AIRE,BLUEBIRD,1997,MDL#TA10
AIR CONDITIONER, HAMPTON BAY,MDL#BHAC,14000 BTU
AIR CONDITIONER,HAMPTON BAY,8000BTU,MDL HBLG080
ANVIL,STEEL
AUGER,DRAIN,MDL#K-375SE
BLADE,GILL,MDL#HBL 72"
BLOWER,PTO,DRIVEN,AGRIMETAL,MDL#BW360
BLOWER,REDMAX,1996,MDL#EB431
BLOWER,REDMAX,1996,MDL#EB431
BLOWER,REDMAX,1996,MDL#EB431
BLOWER,REDMAX,1998,MDL#EB431
BLOWER,REDMAX,1998,MDL#EB431
BLOWER,REDMAX,1998,MDL#EB431
BLOWER,REDMAX,1998,MDL#EB431
BLOWER,REDMAX,1999,MDL#EB431
BLOWER,REDMAX,1999,MDL#EB431
BLOWER,REDMAX,1999,MDL#EB431
BLOWER,STIHL,2000,MDL#BG85
BLOWER,STIHL,2000,MDL#BR-320
BLOWER,STIHL,2000,MDL#BR-320
BLOWER,STIHL,2000,MDL#BR-320
BLOWER,STIHL,2000,MDL#BR-320
BLOWER,STIHL,2000,MDL#BR-320
BLOWER,VACUUM,BILLY GOAT,1999,MDL#VQ802SP,8-HP
BOAT,BARGE,WORK,"THE CONSTITUTION"
BOAT,JON,1989,FLATBOTTOM,18FT,OUTBOARD,MONARK,ALUMINUM,STEEL
BOAT,PONTOON,1999,ALUMINUM,30FT,OUTBOARD,CREST-2000
BOX,ACCESSORY,VEHICLE
BOX,ACCESSORY,VEHICLE
BOX,ACCESSORY,VEHICLE
BOX,ACCESSORY,VEHICLE
BOX,ACCESSORY,VEHICLE
BOX,ACCESSORY,VEHICLE
BUFFER,FLOOR,MDL#C-2000
BUILDING,PAINT,STORAGE,8FTX10FT,HANDI-HOUSE
BUILDING,STORAGE,12FTX12FT,PORTABLE,HANDIHOUSE,METAL
BUILDING,STORAGE,12FTX12FT,PORTABLE,HANDIHOUSE,METAL
BUILDING,STORAGE,HANDIHOUSE,W-2EA,5FTDOORS
BUILDING,STORAGE,HANDIHOUSE,W-2EA,5FTDOORS
BUILDING,STORAGE,HANDIHOUSE,W-2EA,5FTDOORS
BUILDING,STORAGE,HANDIHOUSE,W-2EA,5FTDOORS
BUILDING,STORAGE,SHED,WOOD
BUILDING,TOILET,CHEMICAL,PORTABLE
BUILDING,TOILET,CHEMICAL,PORTABLE
CALCULATOR,SHARP,1984,MDL#BX1612
CALCULATOR,SHARP,1986,MDL#VX2612
CALCULATOR,SHARP,1994,MDL#CS1152
CALCULATOR,SHARP,1994,MDL#CS1152
CALCULATOR,SHARP,1994,MDL#CS1152
CALCULATOR,SHARP,MDL#VX1652,10 DIGIT
CAMERA,POLAROID,ONE STEP,6000
CAMPER,COVER,TONNEAU
CAMPER,COVER,TONNEAU,MFG BY GM
CART,UTILITY,1992,MDL#CARRYALL II,CLUBCAR,9HP,SUZUKI ENGINE
CART,UTILITY,1992,MDL#CARRYALL II,CLUBCAR,9HP,SUZUKI ENGINE
CART,UTILITY,1992,MDL#CARRYALL II,CLUBCAR,9HP,SUZUKI ENGINE
CART,UTILITY,1992,MDL#CARRYALL II,CLUBCAR,9HP,SUZUKI ENGINE
CART,UTILITY,1992,MDL#CARRYALL II,CLUBCAR,9HP,SUZUKI ENGINE

DESCRIPTION

CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,2000,GAS,9HP,MDL#CARRYALL1,CLUBCAR,KAWASKI ENG
 CART,UTILITY,YAMAHA,2WAY,4WHEEL,PRO HAULER,250CC ENGINE
 CART,UTILITY,YAMAHA,2WAY,4WHEEL,PRO HAULER,250CC ENGINE
 CHARGER,BATTERY,SOLAR,1975,191-28
 CHARGER,RADIO,GE,PERSONAL,RAPID
 CHIPPER,BRUSH,VERMEER,1989,MDL#1250,TRAMTD
 CHISEL,AIR,SIOUX
 CLEANER,CARPET/SHAMPOO,ELECTROLUX-EPID,1999
 COMPACTOR,ASPHALT,BEST PLATE,HONDA,MDL#S28A
 COMPASS,MFG,RITCHIE,MDL#HB-71
 COMPRESSOR,AIR,DAYTON,SPEED-AIRE,1979,MDL#32355B1
 COMPRESSOR,AIR,INGERSOLL-RAND,TANK/MOUNTED,MDL#7T-T30
 COMPRESSOR,AIR,SAYLOR-BEALL,1978,ELECTRIC,MDL#730-80
 COMPRESSOR,AIR,SULLAIR,1984,DIESEL,MDL#185DPQ,TRAMT
 COMPRESSOR,AIR,SPEEDAIRE,PORTABLE,5HP,B&S,MDL#4B220
 COMPUTER,CPU,DELL,1998,512,XPSR350
 COMPUTER,CPU,DELL,1998,512,XPSR350
 COMPUTER,CPU,GATEWAY,1996,W/CDROM,INTEL/PENTIUM,MDL#P5/133
 COMPUTER,CPU,MAGITRONIC,1996,5X86,8-MEG-RAM
 COMPUTER,MONITOR,DELL,1998,1000LS,17",MDL#D1028L
 COMPUTER,MONITOR,DELL,1998,1000LS,17",MDL#D1028L
 COMPUTER,MONITOR,MICRON-700-FGX,MDL#M-7F35MR
 COMPUTER,MONITOR,VIVITRON,1996,17",COLOR,MDL#CPD-17F23
 COMPUTER,PRINTER,DATA PRODUCTS,LASER,MDL#TYPHOON 8
 COMPUTER,PRINTER,EPSON,1991,EP-7000
 COMPUTER,PRINTER,HP,LASERJET,1998,6LSE
 COMPUTER,PRINTER,HP,LASERJET,1998,6LSE
 COPIER,PANASONIC,1999,MDL#FP7722
 CRANE,AUTO,MDL#3203-PR
 CRIMPER,WIRE,ILSCO,MDL#MT-25
 DEPTHFINDER,HUMMINGBIRD,MDL#LCR4X6
 DIGGER,DITCH,DITCHWITCH,1983,MDL#4010,49HP,DEUTZ,TRENCHER
 DIGGER,POSTHOLE,PORTABLE,GENERAL,1984,GASOLINE
 DOLLY,HYDRAULIC,1991,WHEEL,MDL#ATD7288A
 DRILL,1/2",DEWALT,MDL#DW236
 DRILL,AIR,ROCK,SULLAIR,1987,PNEUMATIC,MDL#GH40C3,1-1/2
 DRILL,CORDLESS,1/2",DEWALT,MDL#DW995KS-2
 DRILL,CORDLESS,DRIVER,MILWAUKEE,3/8",W/CHARGER
 DRILL,CORDLESS,MILWAUKEE,1/2"
 DRILL,ELECTRIC,1/2",MILWAUKEE
 DRILL,ELECTRIC,1/2",MILWAUKEE,MAG-HOLESHOOTER
 DRILL,ELECTRIC,3/4",MILWAUKEE
 DRILL,ELECTRIC,3/4",MILWAUKEE
 DRILL,GAS,POWER,ECHO,MDL#EDR2100
 DRILL,GAS,POWER,ECHO,MDL#EDR2100
 DRILL,HAMMER,1/2",MILWAUKEE,MDL#5378-20
 DRILL,PORTABLE,MILWAUKEE,1991,3/8"
 DRILL,PORTABLE,MILWAUKEE,1992,3/8",CAT#0398-1,W/CHARGER
 DRILL,PRESS,CRAFTSMAN
 DRILL,PRESS,FAIRMONT HYDRAULICSMDL#H4825C1
 DRILL,PRESS,POWERMATIC,1978,ELECTRIC,MDL#1150A
 EDGER,STIHL,1995,MDL#FC-72
 FORKLIFT,CLARK,1976,8000#CAP,TWFL43
 GENERATOR,COLEMAN,MDL#PMO545305-01
 GENERATOR,HONDA,1984,PORTABLE,4500WATTS
 GENERATOR,TONE,ETCON,W/TONETRACER

DESCRIPTION

GRINDER,AIR,CHICAGO,1999
GRINDER,BENCH,BALDOR,1984,ELECTRIC,3/4HP
GRINDER,DIE,90,NAPA EVERCRAFT,MDL#775-0232
GUN,HEAT,1996,UNGER,MDL#4A162
HAMMER,JACK,AIR
HARROW,1976,TAYLORWAY,18",MDL#200134
HOIST,CHAIN,BUDGIT,2000#CAP,MDL#309827,MANNING MAXWELL MOORE
JACK,FLOOR,BLACKHAWK,5TON,MDL#B67450
JACK,HYDRAULIC,LINCOLN,20TON,AIR DRIVEN,MDL#93733,SERIES A
JACK,HYDRAULIC,WALKER,1975,FLOOR
JACK,TRANSMISSION,MDL#TJ2000,SN:3-07-030
JANITORAL,CART,RUBBERMAID,MDL#6152
LADDER,10FT,FIBERGLASS
LADDER,10FT,FIBERGLASS,GREEN BULL
LADDER,6FT,FIBERGLASS,GREEN BULL
LADDER,EXTENSION,10FT,FIBERGLASS,WERNER
LADDER,EXTENSION,24FT,FIBERGLASS,WERNER
LADDER,EXTENSION,32FT,FIBERGLASS,WERNER
LADDER,STEP,10FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,FIBERGLASS,WERNER
LADDER,STEP,6FT,WOOD,WERNER
LATHE,SHELDON,3/4HP,10"SWINGX56"BED
LEVEL,SIGHT,MARK1,DAVID WHITE,MDL#5501
LIFT,ELECTRIC,WESTERN,1996,9000#.MDL#WL-90
LIFT,FORK,HANDYLIFT,4000#CAP,GUEST IND.
LIFT,FORK,HANDYLIFT,4000#CAP,GUEST IND.
LOCATOR,FAULT,ELECTRIC,CABLE,3M,MDL#4420L,2 PIECES
MACHINE,FAX,SHARP,1994,MDL#FO1700
MIXER,CONCRETE,MULLER,1988,MDL#55,7HP
MONITOR,GAS,ENTRY,W/PUMP,CEA INSTRUMENTS CO,TRIPLE,+4
MOTOR,OUTBOARD,50HP,JOHNSON,1989
MOTOR,OUTBOARD,90HP,JOHNSON,1998,MDL#J90TSLEC
MOWER,HYDROSTATIC,SELFPROP,1993,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1993,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1995,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1995,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1997,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1997,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1998,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1998,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1999,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,1999,KUT KWICK,MDL#CL20-50
MOWER,HYDROSTATIC,SELFPROP,2000,KUBOTA,MDL#GF1800
MOWER,HYDROSTATIC,SELFPROP,2000,KUBOTA,MDL#GF1800
MOWER,LAWN,WALK BEHIND,FERRIS,MDL#HW36KA
MOWER,ROTARY,1993,TRTMTD,6FTCUT,RHINO,MDL#TW72
MOWER,ROTARY,1995,TRTMTD,6FTCUT,RHINO,MDL#TW72
MOWER,ROTARY,1998,MDL#286,BUSH HOG
MOWER,ROTARY,1998,MDL#286,BUSHHOG
PAINT,GUN,BINKS,MDL#7
POWER,UNIT,FAIRMONT HYDRAULICA,MDL#G63505A,GAS ENGINE
PRESS,HYDRAULIC,OTC CO,1978,MDL#A,17 1/2TON
PULVERIZER,DIRT DOG,MDL#P 72
PUMP,FUEL,BATTERY POWERED,MICO INC,MDL#6012,1/4HP
PUMP,FUEL,BATTERY POWERED,MICO INC,MDL#6012,1/4HP
PUMP,FUEL,BATTERY POWERED,MICO INC,MDL#6012,1/4HP

DESCRIPTION

PUMP,FUEL,NATIONAL,MDL#928,1996
PUMP,FUEL,SEARS,1985,W/5HP,B&S ENGINE
PUMP,GEAR,LUBE,BALCRANK,1991,MDL#781
PUMP,GREASE,NATIONAL SPENCER CO,1991
PUMP,SUMP,STARITE,MDL#ST33USC,1/3HP ENGINE
PUMP,WATER,HOMELITE,1 1/2",CENTRIFUGAL
PUMP,WATER,WACKER,1986,3",MDL#PT3R,GAS ENGINE
PUMP,WATER,WACKER,1987,2",MDL#PT3R,GAS ENGINE
RADIO,BASE,CONTROL,MOTOROLA,1984.MDL#L34GMB61
RADIO,CALL SIREN,PA SYSTEM,FEDERAL SIGNAL,MDL#34GMB61
RADIO,MOBILE,1995,MOTOROLA,MDL#944MJA73A5CK
RADIO,MOBILE,1995,MOTOROLA,MDL#944MJA73A5CK
RADIO,MOTOROLA,MAXTRAC,MDL#D44MJA73A5CK
RADIO,MOTOROLA,MAXTRAC,MDL#D44MJA73A5CK
RADIO,PORTABLE,MOTOROLA,1994,MDL#P110
RADIO,PORTABLE,MOTOROLA,MDL#MT500
RADIO,PORTABLE,MOTOROLA,MDL#PQLC20A2AA
RADIO,PORTABLE,MOTOROLA,P110,1994,MDL#PQLC20A2AA
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1984,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1985,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1986,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1986,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1986,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1986,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1988,MOTOROLA,MDL#D34GZA6000AK
RADIO,VEHICLE,CHANNEL,1988,MOTOROLA,MDL#D34GZA6000AK
RATCHET,AIR,3/8",CHICAGO PNEUMATIC,1997,MDL#CP 828
RECORDER,VIDEO,MONITOR,PANASONIC,1986,COLOR,19"
RECORDER,VIDEO,PANASONIC,VHS,CASSETTE
REEL,WIRE,1989,REEL THING,1-TONCAP,10T-RT-20
ROUTER,CUTALETTER,1973,W/B&D,ELECTRIC ROUTER
ROUTER,MAKITA,1993,MDL#3620
SANDER,GRINDER,WILWAUKEE,MDL#6095,9"
SAW,BAND,ELECTRIC,KALAMAZOO,1978,METAL,MDL#7AD
SAW,BAND,ELECTRIC,POWERMATIC,1988,20".MDL#87
SAW,BAND,ELECTRIC,POWERMATIC,1992,20".MDL#87
SAW,BAR,STANLEY,HYDRAULIC,EXTENSION
SAW,CHOP,BLACK&DECKER,14".MDL#2730
SAW,CIRCULAR,MAKITA,1992,7-1/4".MDL#5007NB
SAW,CIRCULAR,MILWAUKEE,7-14"
SAW,CIRCULAR,MILWAUKEE,7-14"
SAW,CONCRETE,STIHL,MDL#TS400-Z
SAW,CORDLESS,5-3/8",CIRCULAR,MDL#DW995KS-2,DEWALT
SAW,FLOOR,13HP,MILLER,MDL#2CS-1-13QXC
SAW,GASOLINE,CHAIN,HUSQVARNA,1984,20"MDL#61

DESCRIPTION

SAW,GASOLINE,CHAIN,HUSQVARNA,1989,20"MDL#266XP
 SAW,GASOLINE,CHAIN,STIHL,1990,MDL#034,SUPER
 SAW,GASOLINE,CHAIN,STIHL,1994,MDL#036,SUPER
 SAW,GASOLINE,CHAIN,STIHL,1995,MDL#036
 SAW,GASOLINE,CHAIN,STIHL,1995,MDL#036
 SAW,GASOLINE,CHAIN,STIHL,1995,MDL#036PRO
 SAW,GASOLINE,CHAIN,STIHL,MDL#025,1999
 SAW,GASOLINE,CHAIN,STIHL,MDL#036PRO
 SAW,JIG,BLACK&DECKER,AUTO,SCROLLING,2-SPEED
 SAW,PRUNING,STIHL,1997,MDL#HT75
 SAW,PRUNING,STIHL,2000,MDL#HT75
 SAW,RADIAL,ARM,ELECTRIC
 SAW,RECIPROCATING,SUPER SAWZ ALL,MILWAKEE,1997,MDL#65276
 SAW,TABLE,ELECTRIC,ROCKWELL,1988,10",MDL#34-461
 SCANNER,CREDIT CARD,HYPERCOM,1998,MDL#T7P
 SCRAPE,ROLL OVER TYPE,GILL,FOR REAR TRACTOR MTG,MDL#R10
 SHARPENER,GRINDING,MACHINE,BLACK&DECKER
 SPRAYER,HERBICIDE,BROYHILL,1997,MDL#LSR30,W/B&S,3.5HP ENGINE
 SPRAYER,HERBICIDE,NORTHSTAR,1999,MDL#268121,25GAL,ELECTRIC
 SPRAYER,INSECTICIDE,1985,HOSE&GUN
 SPRAYER,PAINT,AIRLESS,ELECTRIC,NOVA-SPX
 SPRAYER,PUMP,AGROTEC,1993,MDL#ASC0810PC,50GAL,5HP ENGINE
 SPREADER,SEED FERTIZLER,1986,VICTOR MONO,PS402
 STRIPER,LINE,GRACO,1998,MDL#3000
 TANK,AIR,PORTABLE,AIRWORK,160#GAUGE
 TANK,AIR,PORTABLE,AIRWORK,160#GAUGE
 TANK,AIR,PORTABLE,AIRWORK,160#GAUGE
 TANK,FUEL,50GAL,DELTA,MDL#48500
 TANK,FUEL,50GAL,MDL#48500
 TANK,FUEL,50GAL,MDL#48500
 TANK,FUEL,52GAL,MDL#L62
 TELEPHONE,4-LINE,1999,RADIO SHACK,MDL#612
 TELEPHONE,4-LINE,1999,RADIO SHACK,MDL#612
 TELEPHONE,4-LINE,1999,RADIO SHACK,MDL#612
 TELEPHONE,4-LINE,1999,RADIO SHACK,MDL#612
 TELEPHONE,CELLULAR,NOKIA,1999,MDL#5120
 TELEPHONE,CORDLESS,2 LINE,1999,RADIO SHACK,MDL#ET688
 TELEPHONE,CORDLESS,2 LINE,1999,RADIO SHACK,MDL#ET688
 TEST,SET,PHONE,DRACON,MDL#TS21-089
 TEST,SET,PHONE,DRACON,MDL#TS21-089
 TEST,SET,PHONE,DRACON,MDL#TS21-089
 TESTER,PHONE,WALKER
 THREADER,PIPE,1978,RIGID TOOL CO,MDL#535,BENCH MTD,MACH.
 THREADER,PIPE,1991,2 1/2".ATTACHMENT
 TIRE CHANGER,MANUAL,MDL#13474
 TOOL,CART,WATERLOO,MDL#1400
 TOOL,CART,WATERLOO,MDL#1411
 TOOL,KIT,TRKMTD,KNAPHEIDE
 TOOL,SET,CRAFTSMAN,FIELD,MAINTENANCE,205-PC
 TOOL,SET,CRAFTSMAN,FIELD,MAINTENANCE,205-PC
 TOOL,SET,CRAFTSMAN,FIELD,MAINTENANCE,205-PC
 TRACTOR,DIRT DOG PLUGGER,MDL#PL 6 L
 TRACTOR,HYDROSEEDER,1988,FINN,MDL#T90T D,W/KUBOTA ENGINE
 TRACTOR,LOADER,BOBCAT,W/SWEEPER,AUGER,BUCKET,FORKS,GRAPPLE
 TRACTOR,WHEEL,FARM,1972,FORD,MDL#2000,DIESEL
 TRACTOR,WHEEL,FARM,1977,FORD,MDL#4600,W/BUSHHOG,SN11-0084
 TRACTOR,WHEEL,IND,1983,FORD340A,DIESEL
 TRACTOR,WHEEL,IND,1990,JOHNDEER,MDL#2355,DIESEL
 TRACTOR,WHEEL,IND,1990,JOHNDEER,MDL#2355,DIESEL
 TRACTOR,WHEEL,W/ENDLOADER(SNCL384117),IND,1984,FORD(540A)
 TRACTOR,WHEEL,W/LOADER,BACKHOE,IND,1991,JOHNDEER,MDL#310-C

DESCRIPTION

TRAILER,BOAT,PONTOON,MTI,1993,28FT,MDL#28PTBAB	
TRAILER,BOAT,SOUTHERNDRAW,1989,MDL#SDI1867	
TRAILER,EQUIPMENT,COUNTRYBOY,MDL#20TELT	
TRAILER,UTILITY,1991,HOOVER,8X24FT,TRI-AXLE	
TRAILER,UTILITY,COUNTRYBOY,1988,6X16FT	
TRAILER,UTILITY,DITCHWITCH,1986,6TON,ELETRIC BRAKES	
TRAILER,UTILITY,HOOVER,1984,6X12FT	
TRAILER,UTILITY,HOOVER,1990,4X6FT	
TRAILER,UTILITY,HOOVER,1990,6X16FT	
TRAILER,UTILITY,HOOVER,1994,16FT	
TRIMMER,GRASS,REDMAX,1997,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1998,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1999,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1999,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1999,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1999,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,1999,MDL#BC442DWM	
TRIMMER,GRASS,REDMAX,2000,MDL#BC4400DWM	
TRIMMER,GRASS,REDMAX,2000,MDL#BC4400DWM	
TRIMMER,GRASS,REDMAX,2000,MDL#BC4400DWM	
TRIMMER,GRASS,REDMAX,2000,MDL#BC4400DWM	
TRIMMER,GRASS,REDMAX,2000,MDL#BC4400DWM	
TRIMMER,HEDGE,STIHL,MDL#HS-74	
TRIMMER,HEDGE,STIHL,MDL#HS-80	
TRUCK,DUMP,2TON,INTL,25000#GVWR,SINGLE AXLE,W/BOXDUMP	
TRUCK,DUMP,FORD,8TON,1995,DIESEL	
TRUCK,MAINTENANCE,PU,1/2TON,1999,DODGE,RAM1500	(GSA)
TRUCK,MAINTENANCE,PU,1/2TON,1999,DODGE,RAM1500	(GSA)
TRUCK,MAINTENANCE,PU,3/4TON,1994,CHEVROLET,C2500	(GSA)
TRUCK,MAINTENANCE,PU,CHEV 3500,2000	(GSA)
TRUCK,MAINTENANCE,PU,CHEV 3500,2001	(GSA)
TRUCK,MAINTENANCE,PU,CHEV,1989,1/2TON,4X2	
TRUCK,MAINTENANCE,PU,CHEVROLET,C2500,2000	(GSA)
TRUCK,MAINTENANCE,PU,DODGE 3500,2001	(GSA)
TRUCK,MAINTENANCE,PU,DODGE 3500,2001	(GSA)
TRUCK,MAINTENANCE,PU,DODGE 3500,2001	(GSA)
TRUCK,MAINTENANCE,PU,DODGE RAM 1500,1999,1/2TON	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,1TON,1999,4X2	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,1TON,1999,MAINT	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,2000	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,2001	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,2001	(GSA)
TRUCK,MAINTENANCE,PU,DODGE,2001	(GSA)
TRUCK,MAINTENANCE,PU,FORD,1/2TON,1995	(GSA)
TRUCK,MAINTENANCE,PU,FORD,1995,1/2TON	(GSA)
TRUCK,MAINTENANCE,PU,FORD,F150,2000	(GSA)
TRUCK,MAINTENANCE,PU,FORD,F150,2000	(GSA)
TRUCK,MAINTENANCE,PU,GMC 2500,1995	(GSA)
TRUCK,MAINTENANCE,PU,GMC 2500,1995	(GSA)
TRUCK,MAINTENANCE,PU,GMC 2500,1995	(GSA)
TRUCK,MAINTENANCE,S&P,DODGE,2001,MDL#3500,1TON	(GSA)
TRUCK,MAINTENANCE,W/AERIAL PLATFORM,1990,INTL,33000#GVWR	
TRUCK,MAINTENANCEPU,1/2TON,1999,DODGE,RAM1500	(GSA)
TRUCK,REFUSE,1990,CHEV,7000 SERIES,DIESEL ENGINE	

DESCRIPTION

TRUCK, REFUSE, GMC, COMPACTOR
TRUCK, S&P, 1990, DUMP, INTL, DIESEL, 32000, #GVWR
TRUCK, S&P, 1995, FORD, DIESEL, MDL#F800
TRUCK, S&P, 2TON, 1992, FORD, DIESEL, V6, F600
TRUCK, S&P, 2TON, 1992, FORD, DIESEL, V6, F600
TRUCK, S&P, GMC, 1TON, 1995 (GSA)
TRUCK, S&P, GMC, 1TON, 1995 (GSA)
TRUCK, S&P, GMC, 1TON, 1995 (GSA)
TRUCK, S&P, GMC, 1TON, 1995 (GSA)
TYPEWRITER, 1993, IBM, WHEEL WRITER-15
VENTILATOR, BLOWER, AIR SYSTEM INTL, MDL#SVB-E8EC
WISE, 5" JAW, COLUMBIAN, SWIVELBASE, MDL#D45
WISE, 6" JAW, COLUMBIAN, SWIVELBASE, MDL#11073
WISE, 6" JAW, COLUMBIAN, SWIVELBASE, MDL#D45-M4
WISE, COLUMBIAN, MDL#D46
WISE, COLUMBIAN, MDL#D46
WISE, MDL#D46-M4
WISE, MDL#D46-M4
WISE, PIPE, ADJ TRIPOD LEGS, NYE, MDL#88
WISE, WILTON, MDL#648
WASHER, IND, RAVAN[LP GAS]
WASHER, PARTS, HANDI KLEEN, MDL#S32
WASHER, PRESSURE, DELCO, 1991, MDL#DSL4200BD
WELDER, ARC, 1978, TUNGSTEN INERT GAS, AC/DC, 115V, 40GAL WATER TANK
WELDER, ARC, LINCOLN, PORTABLE
WELDER, GENERATOR, LINCOLN, 1983, GAS
WELDER, GENERATOR, LINCOLN, 1985, GAS
WELDER, GENERATOR, LINCOLN, MDL#RANGER 8
WELDER, LINCOLN, 1992, WELDANPOWER, MDL#K1318SM
WELDING, COMBINATION, OXYGEN ACETYLENE, HARRIS, MDL#25 100
WELDING, TORCH, OXYGEN, HARRIS, MDL#25 100
WELDING, TORCH, OXYGEN, W/CART, HARRIS, MDL#25 100
WINCH, TRIPOD, DBI SALA, MDL#L1850 60 1
WRENCH, AIR, CHICAGO, 1995, 1/2FT, PNEUMATIC, MDL#CP734
WRENCH, AIR, IMPACT, CRAFTSMAN
WRENCH, AIR, IMPACT, MDL#AT355, SNAPON
WRENCH, INGERSOL RAND, 3/4", AIR, IMPACT, MDL#PF1609

EXHIBIT "D"

EXHIBIT: D
GOVERNMENT OPERATED EQUIPMENT/CONTRACTOR MAINTAINED

DESCRIPTION

CARRYALL,FORD,EXPLORER,1995	(GSA)
CARRYALL,FORD,EXPLORER,2000	(GSA)
CARRYALL,FORD,EXPLORER,2000	(GSA)
CARRYALL,JEEP,CHEROKEE,1995	(GSA)
CARRYALL,JEEP,CHEROKEE,1995	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1996	(GSA)
CARRYALL,JEEP,CHEROKEE,1999	(GSA)
TRACTOR,FORD,BACKHOE,1985,550	
TRACTOR,JOHNDEER,WHEEL,LOADER,BACKHOE,1WD,1998,MDL#310-C	
TRAILER,BAME,TRALL,1985,TRIAxLE	
TRUCK,DUMP,IHC,S1900,1984	
TRUCK,MAINT,UTILITY,CHEVROLET,CC31003,1995	(GSA)
TRUCK,PU,2DR,DODGE,RAM,2001	(GSA)
TRUCK,PU,2DR,FORD,1995,F150	(GSA)
TRUCK,PU,2DR,FORD,1995,F150	(GSA)
TRUCK,PU,2DR,FORD,1996,F150	(GSA)
TRUCK,PU,2DR,FORD,2000,F150	(GSA)
TRUCK,PU,4X4,FORD,2000,F150	(GSA)
TRUCK,PU,FORD,1992,F150	
TRUCK,S&P,INTL,4700,1990	
UTILITY,JEEP,CHEROKEE,1994	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
UTILITY,JEEP,CHEROKEE,1999	(GSA)
VAN,DODGE,CARAVAN,1999	(GSA)

Exhibit 2 – Award-Term Evaluation Schedule and Eligibility Requirements

Evaluation Period	From	To	Possible Outcomes
Base-Year-1 & Year 2	02 MAY 2002	01 MAY 2004	1. If Contractor's earned at least 80 award-term points for evaluation of the 1 st year, the contract continues through the end of the end the of 3rd year. If Contractor earned less than 80 award-term points, reduce the contract ordering period from 5 to 2 years.
Year-3	02 MAY 2004	01 MAY 2005	1. If Contractor earned a total of at least 81 award-term points for the evaluations of the 2 nd year, the contract continues through the end of the fourth year; or, 2. If Contractor earned less than 81 award-term points, reduce the contract ordering period from 5 years to 3 years.
Year-4	02 MAY 2005	01 MAY 2006	1. If Contractor earned a total of at least 82 award-term points for the evaluations of the 3 rd year, the contract continues through the end of the fifth year; or, 2. If Contractor earned less than 82 award-term points, reduce the contract ordering period from 5 years to 4 years.

Year-5	02 MAY 2006	01 MAY 2007	1. If Contractor earned at least 83 award-term points for the evaluation period, allow the contract to continue through the end of the fourth year and continue evaluations for use in determining whether the contract ordering period should be extended for an additional one year term; or, that the contract ordering period will not be extended beyond the end of the (5 th year).
Year-6	02 MAY 2006	01 MAY 2007	If Contractor earned at least 86 award-term points for the fifth evaluation period, extend the contract performance period by one year (6 th year).
Year-7	02 MAY 2007	01 MAY 2008	For each subsequent year in which the contractor earns at least 86 award-term points for the evaluation of that year of the contract ordering period, the Contractor earns a one-year extension of the contract ordering period until the contract reaches its 10-year maximum.
Year-8	02 MAY 2008	01 MAY 2009	Same outcome as year 6
Year-9	02 MAY 2009	01 MAY 2010	Same outcome as year 6.
Year-10	02 MAY 2010	01 MAY 2011	Same outcome as year 6.

Exhibit 3 -- Evaluation Criteria and Grading Table

Evaluation Criteria	
Factor/Weight	Criteria
Quality or Product Service/Safety 35%	1. Assess the Contractor's conformance to contract requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).
Schedule 20%	Assess the timeliness of the contractor against the completion of the contract task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance).
Cost Control 20%	Assess the Contractor's effectiveness in forecasting, managing and controlling cost.
Business Relations 15%	Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women owned business participation goals.
Management of Key Personnel 10%	Assess the Contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.
Each of the factors shall be graded using the Grading Table below.	

Grading Table	
Adjectival Rating and Award-Term Points	Description
Exceptional 90 – 100	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-elements being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good 80 – 89	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the elements or sub-elements being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory 70-79	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal 60-69	Performance does not meet all contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory 0-59	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems for which the contractor's corrective actions appear or were ineffective.

WAGE DETERMINATION NO: 94-2133 REV (20) AREA: GA,ATLANTA

WAGE DETERMINATION NO: 94-2133 REV (20) AREA: GA,ATLANTA

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2133

Revision No.: 20

Date Of Last Revision: 05/31/2001

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	9.57
Accounting Clerk II	11.05
Accounting Clerk III	12.09
Accounting Clerk IV	14.41
Court Reporter	13.83
Dispatcher, Motor Vehicle	13.83
Document Preparation Clerk	11.40
Duplicating Machine Operator	11.40
Film/Tape Librarian	10.55
General Clerk I	7.37
General Clerk II	8.90
General Clerk III	12.66
General Clerk IV	13.28
Housing Referral Assistant	15.97
Key Entry Operator I	10.44
Key Entry Operator II	11.85
Messenger (Courier)	8.48
Order Clerk I	9.38
Order Clerk II	10.67
Personnel Assistant (Employment) I	11.07
Personnel Assistant (Employment) II	12.48
Personnel Assistant (Employment) III	15.13
Personnel Assistant (Employment) IV	17.08
Production Control Clerk	14.78
Rental Clerk	11.85

Scheduler, Maintenance	11.85
Secretary I	11.60
Secretary II	13.83
Secretary III	15.97
Secretary IV	18.41
Secretary V	22.64
Service Order Dispatcher	11.47
Stenographer I	12.36
Stenographer II	14.41
Supply Technician	16.40
Survey Worker (Interviewer)	13.83
Switchboard Operator-Receptionist	10.48
Test Examiner	13.83
Test Proctor	13.83
Travel Clerk I	10.18
Travel Clerk II	11.10
Travel Clerk III	11.96
Word Processor I	12.47
Word Processor II	14.41
Word Processor III	16.11
Automatic Data Processing Occupations	
Computer Data Librarian	11.14
Computer Operator I	11.81
Computer Operator II	13.16
Computer Operator III	16.59
Computer Operator IV	18.32
Computer Operator V	22.52
Computer Programmer I (1)	18.48
Computer Programmer II (1)	19.00
Computer Programmer III (1)	22.77
Computer Programmer IV (1)	26.23
Computer Systems Analyst I (1)	25.42
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.52
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.92
Automotive Glass Installer	15.95
Automotive Worker	15.95
Electrician, Automotive	17.02
Mobile Equipment Servicer	13.80
Motor Equipment Metal Mechanic	17.92
Motor Equipment Metal Worker	15.95
Motor Vehicle Mechanic	17.92
Motor Vehicle Mechanic Helper	12.72
Motor Vehicle Upholstery Worker	15.05
Motor Vehicle Wrecker	15.95
Painter, Automotive	17.02
Radiator Repair Specialist	15.95
Tire Repairer	13.80
Transmission Repair Specialist	17.92
Food Preparation and Service Occupations	
Baker	10.46
Cook I	9.21
Cook II	10.46
Dishwasher	6.85
Food Service Worker	6.77

Meat Cutter	11.46
Waiter/Waitress	7.22
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.46
Furniture Handler	11.39
Furniture Refinisher	15.46
Furniture Refinisher Helper	11.95
Furniture Repairer, Minor	13.70
Upholsterer	15.46
General Services and Support Occupations	
Cleaner, Vehicles	7.39
Elevator Operator	7.39
Gardener	10.59
House Keeping Aid I	6.81
House Keeping Aid II	7.43
Janitor	7.39
Laborer, Grounds Maintenance	8.30
Maid or Houseman	6.99
Pest Controller	11.30
Refuse Collector	7.39
Tractor Operator	9.86
Window Cleaner	9.30
Health Occupations	
Dental Assistant	11.14
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.02
Licensed Practical Nurse I	10.34
Licensed Practical Nurse II	11.61
Licensed Practical Nurse III	12.98
Medical Assistant	10.52
Medical Laboratory Technician	10.51
Medical Record Clerk	11.33
Medical Record Technician	13.66
Nursing Assistant I	8.19
Nursing Assistant II	9.21
Nursing Assistant III	10.06
Nursing Assistant IV	11.28
Pharmacy Technician	12.29
Phlebotomist	10.39
Registered Nurse I	15.71
Registered Nurse II	19.23
Registered Nurse II, Specialist	19.23
Registered Nurse III	23.24
Registered Nurse III, Anesthetist	23.24
Registered Nurse IV	27.85
Information and Arts Occupations	
Audiovisual Librarian	18.32
Exhibits Specialist I	15.01
Exhibits Specialist II	18.59
Exhibits Specialist III	22.40
Illustrator I	17.26
Illustrator II	21.38
Illustrator III	25.76
Librarian	22.03
Library Technician	14.50
Photographer I	14.44
Photographer II	15.01
Photographer III	18.59

Photographer IV	22.40
Photographer V	23.86
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.92
Counter Attendant	7.92
Dry Cleaner	9.06
Finisher, Flatwork, Machine	7.92
Presser, Hand	7.92
Presser, Machine, Drycleaning	7.92
Presser, Machine, Shirts	7.92
Presser, Machine, Wearing Apparel, Laundry	7.92
Sewing Machine Operator	9.79
Tailor	11.12
Washer, Machine	8.97
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.46
Tool and Die Maker	22.45
Material Handling and Packing Occupations	
Forklift Operator	12.24
Fuel Distribution System Operator	13.84
Material Coordinator	14.58
Material Expediter	14.58
Material Handling Laborer	9.92
Order Filler	11.87
Production Line Worker (Food Processing)	11.95
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	12.39
Store Worker I	10.71
Tools and Parts Attendant	12.24
Warehouse Specialist	13.07
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.78
Aircraft Mechanic Helper	13.74
Aircraft Quality Control Inspector	19.77
Aircraft Servicer	15.76
Aircraft Worker	16.77
Appliance Mechanic	15.94
Bicycle Repairer	12.83
Cable Splicer	16.70
Carpenter, Maintenance	15.46
Carpet Layer	14.58
Electrician, Maintenance	17.93
Electronics Technician, Maintenance I	15.77
Electronics Technician, Maintenance II	21.37
Electronics Technician, Maintenance III	23.62
Fabric Worker	13.70
Fire Alarm System Mechanic	16.33
Fire Extinguisher Repairer	12.96
Fuel Distribution System Mechanic	16.33
General Maintenance Worker	14.02
Heating, Refrigeration and Air Conditioning Mechanic	16.33
Heavy Equipment Mechanic	16.33
Heavy Equipment Operator	15.62
Instrument Mechanic	16.33
Laborer	9.92
Locksmith	15.46

Machinery Maintenance Mechanic	15.62
Machinist, Maintenance	16.65
Maintenance Trades Helper	11.95
Millwright	16.74
Office Appliance Repairer	15.94
Painter, Aircraft	17.57
Painter, Maintenance	15.66
Pipefitter, Maintenance	18.68
Plumber, Maintenance	17.78
Pneudraulic Systems Mechanic	16.33
Rigger	16.33
Scale Mechanic	14.58
Sheet-Metal Worker, Maintenance	17.23
Small Engine Mechanic	14.58
Telecommunication Mechanic I	16.33
Telecommunication Mechanic II	17.19
Telephone Lineman	16.33
Welder, Combination, Maintenance	16.33
Well Driller	16.33
Woodcraft Worker	16.33
Woodworker	13.76
Miscellaneous Occupations	
Animal Caretaker	9.10
Carnival Equipment Operator	8.57
Carnival Equipment Repairer	9.21
Carnival Worker	6.43
Cashier	7.75
Desk Clerk	8.04
Embalmer	16.70
Lifeguard	7.67
Mortician	16.70
Park Attendant (Aide)	8.66
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.67
Recreation Specialist	9.94
Recycling Worker	9.82
Sales Clerk	7.67
School Crossing Guard (Crosswalk Attendant)	7.39
Sport Official	6.67
Survey Party Chief (Chief of Party)	11.80
Surveying Aide	7.03
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.73
Swimming Pool Operator	11.23
Vending Machine Attendant	9.20
Vending Machine Repairer	11.23
Vending Machine Repairer Helper	9.20
Personal Needs Occupations	
Child Care Attendant	6.84
Child Care Center Clerk	8.51
Chore Aid	6.47
Homemaker	10.74
Plant and System Operation Occupations	
Boiler Tender	16.33
Sewage Plant Operator	15.46
Stationary Engineer	16.33
Ventilation Equipment Tender	11.95
Water Treatment Plant Operator	15.46
Protective Service Occupations	

Alarm Monitor	11.67
Corrections Officer	12.92
Court Security Officer	14.39
Detention Officer	14.39
Firefighter	15.10
Guard I	7.62
Guard II	12.02
Police Officer	15.14
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.58
Hatch Tender	15.58
Line Handler	15.58
Stevedore I	14.63
Stevedore II	16.51
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.24
Air Traffic Control Specialist, Station (2)	18.79
Air Traffic Control Specialist, Terminal (2)	20.69
Archeological Technician I	15.43
Archeological Technician II	17.26
Archeological Technician III	21.38
Cartographic Technician	20.09
Civil Engineering Technician	18.59
Computer Based Training (CBT) Specialist/ Instructor	23.89
Drafter I	13.10
Drafter II	16.61
Drafter III	17.26
Drafter IV	21.38
Engineering Technician I	13.89
Engineering Technician II	17.55
Engineering Technician III	18.80
Engineering Technician IV	21.99
Engineering Technician V	25.65
Engineering Technician VI	27.81
Environmental Technician	18.80
Flight Simulator/Instructor (Pilot)	24.80
Graphic Artist	22.10
Instructor	20.88
Laboratory Technician	15.74
Mathematical Technician	18.80
Paralegal/Legal Assistant I	15.17
Paralegal/Legal Assistant II	18.41
Paralegal/Legal Assistant III	22.46
Paralegal/Legal Assistant IV	25.15
Photooptics Technician	18.80
Technical Writer	23.18
Unexploded (UXO) Safety Escort	17.31
Unexploded (UXO) Sweep Personnel	17.31
Unexploded Ordnance (UXO) Technician I	17.31
Unexploded Ordnance (UXO) Technician II	20.95
Unexploded Ordnance (UXO) Technician III	25.11
Weather Observer, Combined Upper Air and Surface Programs (3)	18.26
Weather Observer, Senior (3)	24.01
Weather Observer, Upper Air (3)	18.26
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.20
Parking and Lot Attendant	6.13

Shuttle Bus Driver	9.58
Taxi Driver	8.39
Truckdriver, Heavy Truck	14.05
Truckdriver, Light Truck	10.82
Truckdriver, Medium Truck	12.20
Truckdriver, Tractor-Trailer	15.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and

3 weeks after 8 years. Length of service includes the whole span of continuous service

with the present contractor or successor, wherever employed, and with the predecessor

contractors in the performance of similar work at the same Federal facility.

(Reg. 29 CFR

4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a

week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is

considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed

in a position that represents a high degree of hazard when working with or in close

proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service

Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the

Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the

Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not

listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications

listed in the wage determination. Such conformed classes of employees shall be paid the

monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or

fringe benefits shall be retroactive to the commencement date of the contract.

{See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF

1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&
